

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.  
**THE LAW GUARANTEE AND TRUST**  
 SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.  
 FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY  
 BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY  
 INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &C.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 55, Moorgate-street, E.C.

**IMPORTANT TO SOLICITORS**

**X** In Drawing LEASES or MORTGAGES of  
**LICENSED PROPERTY** **X**  
 To see that the Insurance Covenants include a policy covering the risk of  
 LOSS OR FORFEITURE OF THE LICENSE.  
 Suitable clauses, settled by Counsel, can be obtained on application to  
**THE LICENSES INSURANCE CORPORATION AND**  
**GUARANTEE FUND, LIMITED,**  
 24, MOORGATE STREET, LONDON, E.C.  
*Mortgages Guaranteed on Licensed Properties promptly, without  
 special valuation and at low rates.*

**LEGAL AND GENERAL LIFE ASSURANCE**  
**SOCIETY.**

**ESTABLISHED 1836.**

FUNDS	-	-	-	-	£ 3,000,000
INCOME	-	-	-	-	£ 390,000
YEARLY BUSINESS	-	-	-	-	£ 1,000,000
BUSINESS IN FORCE	-	-	-	-	£ 11,700,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society  
 and embraces every modern advantage.

**PERFECTED MAXIMUM POLICIES.**

WITHOUT PROFITS.

*The Rates for these Whole Life Policies are very moderate.*

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

**£1,000 POLICY WITH BONUSES**

According to last results.

Valuation at 2½ p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON.

VOL. XLV., No. 5.

**The Solicitors' Journal and Reporter.**

LONDON, DECEMBER 1, 1900.

\*. The Editor cannot undertake to return rejected contributions, and  
 copies should be kept of all articles sent by writers who are not on  
 the regular staff of the JOURNAL.

**Contents.**

CURRENT TOPICS	71	LAW SOCIETIES	82
PAYMENT OF DIVIDENDS OUT OF ACCRUE	72	LAW STUDENTS' JOURNAL	83
TIONS TO CAPITAL	74	LEGAL NEWS	85
THE PRACTICAL WORKING OF THE		COURT PAPERS	86
COMPANIES ACT, 1900	75	WINDING UP NOTICES	88
REVIEWS	76	CREDITORS' NOTICES	86
CORRESPONDENCE	77	BANKRUPTCY NOTICES	87

**Cases Reported this Week.**

<i>In the Solicitors' Journal.</i>		<i>In the Weekly Reporter.</i>	
Attorney-General v. Hawkins	80	Saunders v. White (Biggs, Claimant)	80
Baglion v. Cavalli	78	Solomon v. Mulliner and Others	77
Bank of Syria, Re. Owen and Ashworth's Claim	77	Taff Vale Railway Co. v. Amalgamated Society of Railway Servants and Others	77
Clements, Re. Ex parte Clements	81		
H. G. Langdale (a Person of Unsound Mind), Re	78		
Hare and O'More's Contract, Re	79	Charterland Stores and Trading Co. (Limited), In re	75
Henry Lawrence (Deceased), Re	78	Counties Conservative Permanent Benefit Building Society, In re	
James v. Iveney and Another	80	Davis v. Norton	71
Leeds Grammar School, Re	78	Davis v. Thomas	68
Municipal Elections (Corrupt and Illegal Practices) Act, 1884, Re. Ex parte Hughes	79	Day v. Kolland	66
Neave v. The Peterborough Rural District Council	79	Duke of St. Albans, In re. Leder v. Hughes and Ashley's Contract, In re	74
Phillips and Others v. Alhambra Palace Co.	81	Leach, In re. Ex parte Barnes	78
Rendell, Re. Wood v. Rendell	78	Miller, In re. Ex parte Talbot	65
		The Queen v. Ollis	76

**CURRENT TOPICS.**

MR. WALWORTH HOWLAND ROBERTS, barrister, has been appointed Judge of the County Court Circuit No. 25, on the decease of His Honour Judge YOUNG. MR. ROBERTS was called to the bar in 1878, and is a member of the Western Circuit.

A RIDICULOUS rumour has appeared in an evening paper, and has been copied into other journals, stating that "Sir EDWARD CLARKE is now returning all his briefs, with a polite intimation that he is unable to deal with them." It need hardly be said that there is no foundation for this statement.

THERE HAS BEEN since our last issue the usual "weekly offering" of one application for registration with an absolute title of freehold land in the county of London advertised in the *Times*. During the last five weeks there have been five applications relative to land in London so advertised, but not a single advertisement of an application for registration with an absolute title of land outside the compulsory district.

AN OBJECTION of a somewhat unusual character was taken to an indictment at Monmouth Assizes a few days ago. It appears that the day and year on which the offence was said to have been committed were set out in the indictment in figures and not in words—thus "on the 30th day of August, 1900." Now, it is stated in Archbold's Criminal Pleading, upon the authority of HALE, that no part of the indictment should be in figures, and therefore numbers, dates, &c., should be stated in words at length. This rule seems to be almost invariably followed, but in this case there was a departure from it. Counsel for the prisoner, therefore, moved to quash the indictment, and argued that it was a defect which could not be cured by amendment, as it was not one of those matters—e.g., the name of the accused, the ownership of property, &c.—which was capable of amendment under section 1 of 14 & 15 Vict. c. 100. Section 25 of that statute, however, allows the court to order any "formal defect" to be amended, and if ever a defect was purely formal the defect in question seems to merit that description. The judge accordingly ordered the defect to be amended. Except in the few cases where time is of the essence of the offence, neither the hour, day, nor year in which facts are stated to have occurred is material. An indictment would not even be invalidated by stating the day to be the 31st of February, or, to be a day subsequent to the finding of the indictment. The facts may be proved to have occurred upon any day previous to the preferring of the indictment. As, therefore, in most cases, the day and year may be omitted altogether, it is obvious how futile the objection in this case was. We seldom hear of such objections nowadays, and the incident recalls the time when JOHN RICHARD SMITH might escape justice by being styled RICHARD JOHN SMITH in the indictment.

AN ESTEEMED correspondent, whose letter we print elsewhere, asks for guidance with respect to a number of typical cases

suggested by the recent decision in *Re Four Solicitors* (*ante*, p. 62) which may possibly be thought to fall within the principle of that decision. The decision, as our correspondent points out, primarily refers to litigious proceedings, and this is abundantly clear from the language employed by KENNEDY, J., in delivering the judgment of the Lord Chief Justice and himself: "Where solicitors represent conflicting interests in litigious proceedings of any kind, any arrangement or understanding or practice whereby a share of the profits, whether called agency or by any other name, is paid by one of the solicitors to another, is wrong in principle and fraught with risk to the welfare of clients and to the administration of justice." And this was put particularly upon the ground that it is the duty of solicitors acting for different parties to check each other in matters of costs, a duty which is not likely to be adequately discharged if they are both interested in the amount of costs being run up. In other words, the decision is based upon the fact that in litigious matters solicitors are paid by the number of steps taken, and the court looks to the opposing solicitors for assistance in preventing unnecessary steps being taken for the sake of costs. But the solicitors for different parties may in the discharge of their duty find it proper to keep a check on each other in other matters than the taking of steps in litigation, and our correspondent raises a question of great importance when he asks whether considerations similar to the above may not be applicable to matters which are not litigious. It is quite possible that they may. The second case which he suggests—namely, that of solicitors acting for different parties upon an insolvency—comes dangerously near to the principles governing an administration action. In the first case—where the solicitors for the mortgagor and mortgagee share the negotiating fee—the arrangement is quite unobjectionable in itself, and is sanctioned by common usage. Indeed, it is practically forced on solicitors by the scale restriction of the fee to the mortgagee's solicitor. None the less, it is open to the appearance of being a secret commission unless the mortgagor is informed. May we not suggest that, however prevalent the system of sharing commissions may be in commercial life, there is in general no need for it, and no justification for it, as between solicitors? The most satisfactory rule is to leave to each man the proper remuneration for his own work. The rule works equally for all in the long run, and it excludes all questions such as our correspondent raises, and which, having regard to the recent decision, are likely enough to arise in practice. The system of sharing costs, moreover, raises in the lay mind the inference that costs as a rule are too high. This is not a result which, from the professional point of view, is altogether desirable.

THE CASE of *The London General Omnibus Co. v. Lavell* (*Times*, Nov. 20) is important as shewing the evidence necessary in "passing off" cases, and is interesting as shewing the very limited function of a judge in taking a "view." The facts were shortly these: The action was brought for an injunction to restrain the defendant from running an omnibus resembling those of the plaintiff company. At the trial of the action the plaintiffs did not offer any evidence that anybody had been actually misled by the defendant's omnibus or that it was calculated to deceive, but relied upon the fact that Mr. Justice FARWELL had, by the consent of the parties, inspected the rival omnibuses. The learned judge came to the conclusion that the defendant's omnibus was calculated to deceive the casual passenger, and therefore granted an injunction. On appeal, this decision was reversed on the ground that there was no evidence that the defendant's omnibus was calculated to deceive, and that the learned judge was wrong in coming to a conclusion that, because he thought the two omnibuses so resembled one another as to be likely to be mistaken, that was sufficient evidence to support the action. The result is that, although a judge may make an inspection under ord. 50, r. 4, he is not entitled to accept his impression derived from the view in the place of evidence; and it follows that although a judge may accept the evidence of the man in the street as to what is calculated to deceive, he may not believe his own eyes or make comparisons. It is somewhat difficult to see what can be the object of an inspection unless to make comparisons and draw inferences, especially where the question at issue is a

matter of resemblance; and this view seems to be supported by the observations of the Lord Chancellor in *North Cheshire and Manchester Brewery Co. v. Manchester Brewery Co.* (1899, A.C. 83), where he said, "Upon the one question which the court has to decide, whether the one name so nearly resembles the other as to be calculated to deceive, I am of opinion that no witness would be entitled to say that, and for this reason, that that is the very question which your lordships have to decide." The one question which FARWELL, J., had to decide was whether one omnibus so nearly resembled another as to be calculated to deceive, and he decided the point according to the rule that the best evidence must be given, which in this case we venture to think was the evidence of his own senses.

THE TWO trials which have lately taken place before courts-martial at Dover will probably lead many persons to form the opinion that such a tribunal is not fitted for the hearing of a complicated case. A court-martial is no doubt the proper tribunal to deal with mere breaches of military discipline, but it seems quite incompetent to try a case which involves difficult questions of evidence and careful handling. No disrespect is intended to the officers of her Majesty's Army in so saying; they are not lawyers and cannot be expected to act as such. Their training as soldiers does not tend to foster the judicial mind or to make advocates, and it is not their business to possess a wide knowledge of law. One thing, however, we must object to, and that is the lofty scorn with which these gentlemen seem to regard the rules of evidence. These rules are founded on the experience of centuries, and are preserved in the interest of justice. They cannot be departed from, especially in a criminal case, without some risk of injustice being done. What do we read, however, in the reports of the proceedings of the second of the two trials? We read of "counsel" officers putting leading questions in examination in chief; of the prisoner's "counsel" solemnly assuring the court that he believed in the prisoner's innocence, and of the rules of evidence being openly referred to as mere "quibbles." At the first trial an eminent Q.C. and other lawyers took part in the proceedings. At the second no lawyer seems to have disturbed the proceedings, and the soldiers had it all their own way. As, however, the same ground was covered to a great extent by the two trials, there was an opportunity in the second of expressing disgust at the way the same matters had been dealt with by the lawyers at the first trial. One witness was almost pathetic in the way he complained that at the first trial he had been forced to answer either "yes" or "no" to a plain question in cross-examination. He seems to have thought he should have been allowed to make a speech in explanation of each answer, not realising the function of re-examination. Another gallant gentleman is reported to have said that a court-martial has always been regarded as a place where justice is sought, not legal *finesses* and technical quibbles. The worst incident, however, in the whole performance was the action of the court in ordering a witness, who had been a member of the first court, to answer a question as to whether the verdict of that court had been unanimous. This was very unfair to the defendant at the first trial. The public have been allowed to know that the first court was not unanimous, but nothing is known as to whether all the members of the second court were agreed or not. If the court had had the assistance of any trained lawyer as legal assessor, this could not have happened; and we submit that in time of peace every court-martial which tries any serious charge ought to include amongst its members a competent professional lawyer.

IN THE CASE of *Deverges v. Sandeman, Clark, & Co.* (*ante*, p. 60) Mr. Justice FARWELL has decided, without hesitation, a point of importance to the financial as well as to the legal world. A firm of stockbrokers, having in 1897 purchased shares in a mining company for a Spanish gentleman, had held them by way of mortgage to secure the balance of purchase-moneys found by them. In spite of constant application, the Spanish gentleman made no remittance to them, although they had informed him by letter that at a certain date they should deem themselves at liberty to sell at their discretion as to date and at



the then market price. The company was reconstructed, and the brokers not only applied for and received exchange shares on the terms of a circular which they had sent to their client, but also sold a number of the shares to meet expenses. The client brought this action for redemption or damages, but the learned judge dismissed it, on the ground that, although the brokers as mortgagees had no express power of sale, the shares were of a fluctuating nature, and a reasonable time had elapsed since the demands to the clients for funds. His lordship added that on the letter which passed between the parties he was prepared to hold that there was an implied power of sale by agreement between the parties; but his real *ratio decidendi* was based on the principle which he cited from the late Mr. ROBBINS' last edition of *Coots on Mortgages* (vol. 1, p. 275): "Express powers were not formerly necessary in mortgages of stock, or in the instruments of defeasance executed by the transferee; nor need a mortgagee of stock now rely on his statutory power in order to realize his security by sale. If stock is itself made the security for money, and the day appointed for payment is passed, the mortgagee may at once proceed to sell the stock, and repay himself principal and interest, without any authority from the mortgagor, and without commencing an action of foreclosure. The rule is founded on considerations of mercantile usage and convenience." FARWELL, J., referred to the old case of *Tucker (or Tooker) v. Wilson* (better reported in 5 Br. P. C. 193, than in 1 P. Wms. 251), and accepted the distinction there drawn between land and stocks as securities. That case was heard in the House of Lords in 1714. Lord Chancellor HARCOURT at first decreed redemption, on the ground that Exchequer annuities (the security there in question) were different from common stocks and less prone to fluctuate. But the House of Lords brushed this distinction aside and held (what, in substance, FARWELL, J., has now decided once again) that a mortgagee of shares, without express power of sale, can, after repeated notice to the mortgagor and demand of his money, sell the shares at the market price without foreclosing the equity of redemption.

THE COMPANIES' Winding-up Report for the year 1899, which has just been issued, shews a slight diminution in the number of new companies registered, and a slight increase in the total number of liquidations, compulsory, supervision, and voluntary, but practically the figures do not shew much variation from those of the previous three years. Since 1892, indeed, there has been a very marked increase. In that year the new companies registered were 2,371, and the liquidations were 1,091. The number of new companies attained its maximum in 1897, when it was 5,229, the liquidations in that year being 1,587. In 1899 the corresponding figures were—new companies, 4,533; liquidations, 1,793. The total amount of capital involved in cases of liquidation has since 1892 shewn a similarly rapid increase. In 1892 it was forty-two and a-half millions; in 1899 it was close on seventy-seven millions; but when we follow the distinction made in the statistical tables between capital subscribed by the public and vendors' shares, it appears that by far the larger part of the increase is due to shares of the latter class. Thus, while since 1892 the public capital involved in liquidation cases has risen—speaking roughly—from twenty-seven to thirty-three millions, the vendors' shares have risen from fifteen to forty-three millions. A further point of interest is that the proportion of compulsory to voluntary liquidations continues to decline. In 1892 the compulsory liquidations were 11 per cent. of the whole; in 1899 they were only 6 per cent., or 108 out of a total of 1,793. To a considerable extent, as the report points out, the voluntary liquidations are increased by reconstructions, amalgamations, and other liquidations which involve no loss to the shareholders, and the proportion of these cannot be estimated with accuracy. But upon the basis of a return made for 1896 it is suggested that the total number of bankrupt companies for the past year would be 1,345, representing a capital of twenty-one millions subscribed by the public and twenty-seven millions in vendors' shares. The Inspector-General in Companies Liquidation, Mr. JOHN SMITH, does not omit to hint that the percentage of compulsory liquidations is very much out of proportion to the public loss involved.

IN DEALING with the special features of companies' liquidation during the year under review, the Inspector-General points out that none of the compulsory liquidations are of first-class importance so far as the actual loss of capital is concerned. Of twenty-four companies formed to take over existing businesses nearly a half were one-man companies, and more than a half were practically insolvent when formed. A case is quoted in the report where the proprietor of a business, being indebted to one firm for £18,000, and being unable to give security except by a bill of sale, turned the business into a company, and then issued debentures for this debt. The company incurred new unsecured debts, but in the inevitable winding up the assets were not sufficient to cover the debentures. It remains to be seen whether registration of debentures will be effectual to prevent devices of this kind. Of the twenty-two companies formed to establish new businesses, which went into compulsory liquidation, the majority are said to have been *bond fide* enterprises wrecked by the lack of adequate capital or by mismanagement. "It is to be feared," says the report, "that one of the most important results of the discredit associated with recent company promotion, and the distrust thereby engendered in the public mind, is that many enterprises of a legitimate and promising character are stifled in their inception by failure to secure the capital necessary to afford a practical test of the efficiency of the schemes on which they are based." But really enterprises of this nature are more suited for the private capitalist who can appreciate the risks involved than for the public, and it is likely enough that greater public support would have meant greater loss of capital. Mr. SMITH's conclusion that the trend of company promotion is in the direction of the conversion of old businesses rather than of encouraging new enterprises is in accordance with common knowledge, and he adds a pertinent observation upon it. "Whether," he says, "this tendency has operated for the benefit of the industrial enterprise of the country, or has provided an adequate substitute for the personal initiative and control which it has displaced may be an important question for consideration, more especially in view of the increasing force of foreign competition." But while the question touches a subject of great importance, we doubt whether in practice the general establishment of companies has so far been accompanied by any diminution of commercial and industrial activity and zeal. Another matter to which the report refers is "the deprivation of shareholders of reasonable control over the affairs of companies by means of improper articles of association," and in this respect the Companies Act, 1900, does not seem to be of any assistance. The prospectus must shew the founders' interest in the property and profits of the company, but it need not shew that an over-riding power of voting or of veto is vested in them, and shareholders who wish to be sure that their full rights are secured to them will have to inspect the articles.

SINCE THE important case of *Kruse v. Johnson* (1898, 2 Q. B. 91) it has been very difficult to dispute the validity of a bye-law for the good rule and government of a borough or county made under section 23 of the Municipal Corporations Act, 1882. The attempt has been made in two recent cases, but has been unsuccessful. In each case the bye-law has, in identical language, prohibited betting transactions in streets or public places; in the one case, *Thomas v. Sutters* (1900, 1 Ch. 10), the area to which the bye-law was to apply was the county of London; in the other, *Hickey v. Hay* (decided by a Divisional Court last week), it was Northumberland. The difference in the circumstances of these two areas was relied upon by the objectors to the bye-law in *Hickey v. Hay* as affording sufficient reason for holding that the bye-law held good by the Court of Appeal in the London case was invalid when applied to a county such as Northumberland, containing a large area of an essentially rural character. It was suggested that the bye-law could only be supported if the practice aimed at was likely to cause obstruction to traffic or annoyance to passengers, and that this could not be so in a rural neighbourhood. This argument seems to ignore the wider ground on which the bye-law in *Thomas v. Sutters* was upheld; there ROMER, L.J., distinctly laid it down that a bye-law might be made to prevent public places being used for transactions tending

"against the morality of the locality, and the welfare of its inhabitants": such considerations apply to town and country alike. A more difficult question arises where a bye-law deals with a matter which has already been dealt with by an Act of Parliament *in pari materia*; it may then be bad for repugnancy to the Act. Such a case arose in *Bentham v. Hoyle* (3 Q. B. D. 289) as to a railway bye-law, and in *Strickland v. Hayes* (1896, 1 Q. B. D. 290) the court, in holding the bye-law to be bad, appear to have relied to some extent on the fact that the offence thereby created had been the subject of legislation which did not go so far as the bye-law. But in *Thomas v. Sutters* the court declined to upset the bye-law against betting on the ground that an assembly of three or more persons in a street for that purpose is made an obstruction, and therefore an offence, under the Metropolitan Streets Act, 1867, an Act which deals with street traffic and not with matters of general good rule and government.

RECOURSE to the county courts, in cases within their jurisdiction, is largely secured by section 116 of the County Courts Act, 1888. That section applies to "any action brought in the High Court which could have been commenced in the county court," and, briefly, its effect is to deprive a successful plaintiff in such an action, who recovers less than £50 in contract and £10 in tort, of costs exceeding the county court scale, unless he obtains a certificate that there was sufficient reason for bringing the action in the High Court, and, moreover, to disentitle him to any costs where he recovers less than £20 in contract and £10 in tort. In construing this well-known provision, the Court of Appeal (A. L. SMITH, M.R., and COLLINS, L.J.), have, in the recent case of *Solomon v. Mulliner and Others* (reported elsewhere), held that it applies whenever the action could, with due regard to its quality and pecuniary amount, have been "properly" commenced in the county court, and that it is the sum actually recovered by the plaintiff in his action, and not the sum claimed by him and indorsed on the writ, which regulates the right to costs. They accordingly decided, in the case before them—which was an action against several defendants, to recover from them jointly and severally damages for the conversion of a motor car—that the plaintiff was not entitled to any costs against that defendant who, with a defence denying liability, paid into court, as sufficient to satisfy the plaintiff's claim, the sum of 40s., which the plaintiff accepted and then discontinued his action against such defendant. This decision is fully warranted by what was held by the Court of Appeal in *Chatfield v. Sedgwick* (27 W. R. 790, 4 C. P. D. 459) in construing enactments now replaced by section 116 of the County Courts Act, 1888, and also accords with the view taken by the Divisional Court in *Lovejoy v. Cole* (43 W. R. 48; 1894, 2 Q. B. 861) as to the meaning and effect of that section. On the other hand, though it is somewhat at variance with *obiter dicta* of CHARLES, J., in *Goldhill v. Clarke* (68 L. T. N. S. 414), it does not, we submit, overrule his actual decision in that case, which involved totally different facts from those which the Court of Appeal had to adjudicate upon in the case under consideration.

#### PAYMENT OF DIVIDENDS OUT OF ACCRETIONS TO CAPITAL.

THE decision of BYRNE, J., in *Foster v. New Trinidad Lake Asphalt Co. (Limited)* (*Times*, 28th inst.) revives a question which was a good deal discussed a few years ago, but upon which the courts have recently been silent. The defendant company upon its formation in 1897 seems to have taken over as part of its assets a debt of 100,000dols., with accrued interest to the extent of 27,000dols., owing by an American asphalt company. The debt appears at the time to have been regarded as of no value, and it was not entered in the balance-sheets of the company; but recently it has been paid off, and the directors of the defendant company have found themselves in the possession of an unexpected sum of over £26,000. The plaintiff alleged that they proposed to distribute this amount as dividend, and, the allegation not being denied, BYRNE, J., rested his judgment upon its correctness. Under the circumstances it can hardly be doubted that the money was an accretion to

capital, and not an item of revenue, and at one time it would have been very doubtful whether in any way it could be made available for a dividend. "The capital and the revenue accounts," said LOPES, L.J., in *Lee v. Neuchatel Asphalt Co.* (37 W. R. 321, 41 Ch. D. 1), "appear to me to be distinct and separate accounts, and, for the purpose of determining profits, accretions to and diminutions of the capital are to be disregarded." In other words, dividends are to be paid only out of the profits made by the company in the course of carrying on its business, and on the one hand losses of capital need not be made up before a dividend is declared, nor, on the other, can any appreciation of the capital assets be brought into the revenue account for the purpose of swelling the dividend.

But this consistent and intelligible doctrine was departed from by CHITTY, J., in *Lubbock v. British Bank of South America* (1892, 2 Ch. 198), and the departure was recognized as correct by LINDLEY, L.J., in *Verner v. General, & Co., Investment Trust* (1894, 2 Ch. 239). In the former case part of the undertaking of the defendant company consisted of a banking business in Brazil, and in 1891 this was sold, the net proceeds being £705,000. Of this sum £500,000 was treated as representing paid up capital, and it was proposed to distribute the remaining £205,000 in dividends. CHITTY, J., held that this might be done, but the reasoning on which he based his judgment was applicable to the profits made in the ordinary course of trading rather than to a sale of part of the permanent capital assets, and he does not seem to have dealt with the special considerations affecting an accretion to capital. If, he said, a bootmaker spends £10,000 in making boots and shoes, all that he has over that sum when he has sold them is profit. The statement is uncontestable, but for the purpose of the particular case the example is irrelevant. The business of the defendant company was not to buy and sell banks, but to work certain particular banking businesses, and when one was sold the surplus over its book value, though of course it had to come into the profit and loss account, was quite independent of revenue, which is the proper source for the payment of dividends.

The question raised by the above case has not called for direct decision by the Court of Appeal, but as already stated, the correctness of the judgment of CHITTY, J., was recognized by LINDLEY, L.J., in *Verner's case*. "When," he observed, "it is said, and said truly, that dividends are not to be paid out of capital, the word 'capital' means the money subscribed pursuant to the memorandum of association, or what is represented by that money. Accretions to that capital may be realized and turned into money, which may be divided among the shareholders, as was decided in *Lubbock v. British Bank of South America*." But with all deference to so high an authority, this sentence seems to involve a contradiction. The subscribed capital of the company is represented by the capital assets of the company for the time being, and this is independent of the question whether those assets have increased or diminished in value. To treat an accretion to capital as an item of revenue available for distribution is indeed inconsistent with the principle now well settled that lost capital need not be made good before a dividend is paid. Such loss of capital, as well as any realized accretion to capital, must be brought into the profit and loss account, and the balance, on whichever side it may occur, will accord with the balance appearing in the balance-sheet. But it is not the profit and loss account as thus framed which shows the current revenue, and but for the decision of CHITTY, J., in *Lubbock's case* and the dictum of LINDLEY, L.J., in *Verner's case*, we should have said that it was the revenue account, independent of losses on or accretions to capital, which showed the balance available for a dividend.

But though the question can hardly be taken to be finally settled, it seems that accretions to capital may be used in payments of dividends, and this was recognized by BYRNE, J., in the present case of *Foster v. New Trinidad Lake Asphalt Co.* He declined, however, to go so far as to say that any particular item of accretion to capital could be forthwith paid over in the way of dividends without regard to the balance on the year's working. "It is clear," he said, referring to the authorities we have quoted, "that an appreciation in total value of capital assets, if duly realized by sale or getting in some



portion of such assets, may, in a proper case, be treated as available for purposes of dividend." But he insisted that before this could be done the accretion to capital must be brought into the profit and loss account for the year, and that the dividend should only be paid if in the result there was a profit. He held, accordingly, that the proposed application of the £26,000 in question was premature.

## THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

### V.

#### II.—NEW COMPANIES GOING TO THE PUBLIC.

As we have seen in the previous articles, the Companies Act, 1900, makes numerous changes in the law which will affect alike both existing and new companies, the most important being the new provisions as to returns to be made on the allotment of shares, as to the registration of mortgages and charges, and as to the appointment of auditors. But, as is well known, the Act was passed mainly with a view to the protection of investors upon the flotation of new companies, and its chief interest lies in the effect which it will have upon companies which are registered after the 31st of December next, and which go to the public for subscriptions. The provisions dealing with such companies relate to the appointment of directors (section 2), going to allotment (sections 4, 5), commencing business (section 6), commissions for underwriting or placing shares (section 8), prospectuses (sections 9-11), and the statutory meeting (section 12), and these enactments in general apply also to existing companies which go to the public after the 31st of December with new issues of capital. We propose to deal with the contents of the sections just enumerated in the order approximately in which they arise for consideration in the course of the various operations incidental to the flotation of a company. The subject may be conveniently arranged under the following heads: (1) Purchase of property with a view to resale to a company; (2) preliminary expenses and payments to promoters; (3) commissions for underwriting; (4) appointment of directors; (5) fixing of minimum subscription; (6) drafting the memorandum and articles of association; (7) registration of the company; (8) issue of the prospectus; (9) going to allotment; (10) commencing business; and (11) the statutory meeting.

(1) *Purchase of Property with a View to Resale to a Company.*—In the common case of the promotion of a company to take over a business or other property the first question which presents itself is the price at which it is to be bought and the enhancement of that price on the resale to the company. Before considering how this question is affected by the new Act it will be advantageous to refer to the existing law on the subject of promoters' profits. The leading case is *Erlanger v. New Sombrero Phosphate Co.* (27 W. R. 65, 3 App. Cas. 1218), and in addition to this it is only necessary to quote the recent decisions of the Court of Appeal in *Lagunas Nitrate Co. v. Lagunas Nitrate Syndicate (Limited)* (48 W. R. 74; 1899, 2 Ch. 392) and of the House of Lords in *Gluckstein v. Barnes* (1900, A. C. 240). *Erlanger's case* lays down in clear terms that a promoter is in a fiduciary relation to the company which he promotes, and it might also be thought to lay down that he is bound to provide the company with an independent executive. "It is," said Lord CAIRNS, C., "incumbent upon the promoters to take care that in forming the company they provide it with an executive—that is to say, with a board of directors, who shall both be aware that the property they are asked to buy is the property of the promoters, and who shall be competent and impartial judges as to whether the purchase ought or ought not to be made." But in the *Lagunas case* it was pointed out that what really vitiated the contract in *Erlanger's case* was the concealment of the identity between the promoters and the directors, and it was held that the existence of an independent executive is not essential to the validity of a contract with the promoters, provided there is no concealment of the true facts from subscribers. This conclusion is also borne out by the decision of the House of Lords in *Salomon's case* (45 W. R. 193; 1897, A. C. 22).

But though transactions between a company and the pro-

motors may be good notwithstanding that the company has no independent executive, yet the question of the existence of such an executive is all-important with reference to the disclosure of the promoter's profits. For any secret profits it is well settled that the promoter must account to the company (*Lydney Iron Ore Co. v. Bird*, 34 W. R. 749, 83 Ch. D., p. 94), and if there is no independent executive the profits cannot be effectually disclosed to the company except by a statement of their amount in the prospectus; and for this purpose the statement must be explicit. It is not sufficient to refer subscribers to documents which in point of fact they will not consult. This appears to be a legitimate deduction from *Gluckstein's case*, and the same case shows also that a man is to be taken to be a promoter immediately upon his making arrangements for a purchase of property and its resale to a proposed company, although the arrangement has not taken the form of a binding contract. In practice it is rare for a board of directors to form an independent executive, in the sense that disclosure to the board can be relied on as being equivalent to disclosure to the company, and hence if promoters desire to avoid liability to account to the company for their profits, it is essential, apart from the new Act, that the prospectus should state both the amount at which the property was purchased and the amount at which it is resold to the company. If a promoter omits to give the information just stated then he runs the risk of having to refund his profits to the company, though he would be allowed the legitimate expenses incurred by him in forming and bringing it out: *Lydney Iron Ore Co. v. Bird (supra)*.

To the promoters' duty as thus enforced the Act of 1900 now adds the express direction that the amount payable to every vendor and sub-vendor of property is to be stated in the prospectus; but in one respect the Act does not go so far in the direction of disclosure as prudence already requires of a promoter. A promoter may in his own interest find it advisable to disclose his profit, even though his purchase may have been completed before the flotation of the company, but the Act is less exigent. Its provisions on the subject are contained in section 10. Under sub-section 1 (f) the prospectus must state the names and addresses of the vendors of any property purchased or proposed to be purchased by the company, "which is to be paid for wholly or partly out of the proceeds of the issue offered for subscription by the prospectus, or the purchase or acquisition of which has not been completed at the date of publication of prospectus." The prospectus must also state the amount payable in cash, shares or debentures, to the vendor, or where the company is a sub-purchaser, to each vendor; and the amount payable for goodwill must be specified (sub-section 1 (f) (g)). Then sub-section 2 says that every person is to be deemed to be a vendor who has entered into any contract, absolute or conditional, for the sale or purchase of property to be acquired by the company in any case where (a) the purchase-money is not fully paid at the date of publication of the prospectus; or (b) the purchase-money is to be paid out of the proceeds of the issue; or (c) the contract depends for its fulfilment on the result of the issue. Sub-section 3 extends these enactments to cases where property is taken on lease.

In the case, therefore, of a sale by A. to B., who resells to the company, if B. has completed his purchase from A. before the date of the prospectus, nothing as to A. need, under section 10, be stated in that document, and similarly where the company has completed the purchase from B. Where, however, as is usually the case, the sale and the sub-sale are both awaiting the result of the issue, then the prospectus must state the sums payable both to A. and B. The consequences of omitting to make the disclosure required by the section will be considered when we come to the general requirements of the prospectus. But it seems that, so far as price is concerned, the statute requires no more disclosure than a prudent promoter will now make for his own protection, and since it is confined to cases of uncompleted purchase it does not require so much disclosure as the prudent promoter will give. It must be remembered, however, that the statute was not drawn with a view to the operations of the prudent promoter, but rather with a view to the promoter who will risk a good deal to secure his profits, and against whom a subsequent action may be very

barren of result; and in such cases the stereotyped form in which prospectuses will now be cast will doubtless prove a valuable safeguard.

The practical result is that whenever a purchase of property is to be made with a view to the formation of a company it will be necessary to remember that (unless the original purchase can be carried out without recourse to the company's money) both the price on that purchase and the price on the resale to the company will have to be specifically stated in the prospectus, and the price to be paid for goodwill will have to be separately mentioned. This should tend to discourage the plan of hiding the promotion expenses under a fictitious sum allotted to goodwill.

(2) *Preliminary Expenses and Payments to Promoters.*—Intimately connected with the subject just discussed are the payment of preliminary expenses and the payment of promoters, and in arranging for the flotation of a company it must be remembered that both of these are items which will have to be specified in the prospectus. That document will, under section 10 (1), have to shew "(i) the amount or estimated amount of preliminary expenses; and (i) the amount paid or intended to be paid to any promoter and the consideration for any such payment." Hitherto it has not been necessary to state all these matters separately, and the profit on the resale to the company which, as just pointed out, had to be disclosed, might be adjusted so as to enable the sub-vendor to make any payments which it was not desired to throw on the company. It will be possible, of course, for this still to be done, but in any case, whether preliminary expenses and promoters' remuneration are paid by the vendor or by the company, they must be expressly set out in the prospectus. No definition is given in the Act of preliminary expenses, but it will be safe to include in the term all expenses incidental to bringing the company into existence and enabling it to commence business, such as the sums paid to solicitors, valuers, brokers, printers, and other persons employed, and disbursements for fees and stamps; and the legal work charged for should cover the conveyance of the property to the company and the completion of the debenture-holders' securities.

Not improbably it will be found convenient, now that preliminary expenses are to be specified, to make them payable by the company instead of by the vendor; but any contract with the company is in the first instance provisional only, and the various persons employed will still have to look to the promoters for payment. More important in view of its actual effect on promotion practice is the requirement of the disclosure of all sums paid to promoters. The question of who is a promoter is a question of fact to be determined according to circumstances of each case, and where the courts have attempted a definition this has been done in very indefinite terms. "The term promoter," said Bowen, L.J., in *Whaley Bridge Printing Co. v. Green* (5 Q. B. D., p. 111), "is a term not of law but of business, usefully summing up in a single word a number of business operations familiar to the commercial world by which a company is generally brought into existence"; and other definitions are of a similarly wide nature. They do not carry the matter further than the natural meaning that anyone would give to the notion of promoting a company, though it is important to remember the distinction between a promoter, who is a person active in bringing the company into existence, and the persons—solicitors, valuers, and others—whom he employs in the course of the promotion. These latter are not "promoters": *Re Great Wheel Polgoth* (32 W. R. 107).

In future in forming a company it will be necessary to settle definitely who are promoters and how their services are to be rewarded; and both the amounts and the nature of their services will have to go down in the prospectus. Probably the effect will be to make promoters more moderate in their demands, and, as a consequence, they will have to be more careful about the business they take up. Whether company promoting on the whole pays may be a matter of doubt, but henceforth it should be less possible for the promoter to reimburse himself out of a successful company the losses he has made over unsuccessful ones. There may be reasons for a promoter charging heavily for his services, but the public will probably not rate these so high as to care to go into a company which puts much of its money into promoters' pockets.

## REVIEWS.

### TORT.

A SUMMARY OF THE LAW OF TORTS; OR, WRONGS INDEPENDENT OF CONTRACT. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. SEVENTH EDITION. By the Author; assisted by HUBERT STUART MOORE, Barrister-at-Law. Butterworth & Co.

Tort is perhaps the most difficult branch of the law, and yet it is one on which it is specially necessary that the student, in order to qualify himself for practice, should have clear ideas. For this purpose Dr. Underhill's book will be found extremely useful. It is well arranged and lucidly written, and in spite of its small size it is a ready guide to a great mass of case law. The reader will indeed be surprised to see how many of the authorities have been collected for the purpose of developing the principles of the subject. We notice that so recent a case as *Littledale v. Liverpool College* (1900, 1 Ch. 19) has been quoted for the purpose of shewing the nature of the acts which amount to dispossession of land, and for a concise statement of a recently-established doctrine we may refer to p. 121, where the cases on the granting of an interlocutory injunction against a libel are set out. The book will continue to meet a recognized want.

### LEGISLATION OF THE YEAR.

PATERSON'S PRACTICAL STATUTES: THE PRACTICAL STATUTES OF THE SESSION 1900 (63 & 64 VICTORIA). WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED AND SUBJECTS ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

This volume continues a very useful and handy series of statute law, and Mr. Cotton, without overburdening the text of the Acts with exposition, gives sufficient information in the introductions prefixed to the more important statutes, and in the footnotes, to enable their object to be readily grasped. The Money-Lenders Act, for instance, is shortly but lucidly expounded, and a plentiful crop of litigation seems to be anticipated as its result. The Land Charges Act, the Companies Act, and the Agricultural Holdings Act, which are the other statutes of the year of most importance, also receive their share of explanation. Mr. Cotton has before now proved himself a keen critic of legislative language, and he has on this occasion found food for reflection in the Wild Animals in Captivity Act and the Ancient Monuments Protection Act. For instance, county councils may purchase ancient monuments, but the wisdom of Parliament has abstained from saying where the money is to come from. The former Act extends protection generally to "any bird, beast, fish, or reptile," but are frogs and toads included under reptiles? Mr. Cotton asks the question, but we shall be sorry for the judge who has to answer it. It suggests another version of "The Bishop and the Caterpillar."

### BOOKS RECEIVED.

The Lands Clauses Acts, with Decisions, Forms, and Tables of Costs. By ARTHUR JEPSON, Barrister-at-Law. Second Edition. By JOHN M. LIGHTWOOD, M.A., Barrister-at-Law. Stevens & Sons (Limited). Price 21s.

Inwood's Tables of Interest and Mortality, for the Purchasing of Estates and Valuation of Properties, including Advowsons, Assurance Policies, Copyholds, Deferred Annuities, Freeholds, Ground-rents, Immediate Annuities, Leaseholds, Life Interests, Mortgages, Perpetuities, Renewals of Leases, Reversions, Sinking Funds, &c. Twenty-sixth Edition, Revised and Extended. By WILLIAM SCHOOLING, F.R.A.S. With Logarithms of Natural Numbers and Thoman's Logarithmic Interest and Annuity Tables. Crosby Lockwood & Son.

The Companies Act, 1900. With Explanatory Notes and Appendix containing Forms; together with Addenda to "Company Precedents." By FRANCIS BEAUFORT PALMER, Barrister-at-Law. Stevens & Sons (Limited). Price 6s.

Smith's County Court Diary, 1901. Containing Abstract of Acts authorizing Proceedings in County Courts (compiled to August, 1900), the Tables of Fees to be Taken in County Courts, the Remuneration of Officers, &c., &c. Specially Adapted for the Use of the Officers and Practitioners of the Courts. Fifty-fourth Year of Publication. John Smith & Co., 52, Long Acre, W.C.

The Joint Stock Companies Practical Guide. By HENRY HURRELL and CLARENDON G. HYDE, Barristers-at-Law. Seventh Edition. Waterlow & Sons (Limited).



## CORRESPONDENCE.

## PROFIT SHARING BETWEEN SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—The decision in the case of *Re Four Solicitors, Ex parte The Incorporated Law Society* (reported and commented upon in your last issue), raises questions which appear to be of great importance to the profession.

The circumstances of the above case are unusual, but the judgment of the court covers a wide area. The judgment primarily refers to cases where solicitors representing "conflicting interests in litigious proceedings" enter into a profit-sharing arrangement; but does not the *ratio decidendi* apply to cases where there is no litigation?

Take the following cases by way of illustration:

(1) A. has a client who wants to borrow £5,000 on mortgage. He applies to B., another solicitor, to find the money, which he does—scale costs to be paid to B., who agrees to allow A., for introducing the business, half the negotiation fee. Is such conduct unprofessional? Are A. and B. liable for such conduct to "suspension," which in most cases spells "ruin"? Is it necessary, if B. wishes to recompense A., that he (B.) should inform A.'s client of the arrangement?

(2) A., B., and C. represent large creditors of X., who is in difficulties. The debtor, with the concurrence of his principal creditors, makes an assignment to Z., as trustee for creditors, A. being solicitor to the trustee and doing all the work, but, by arrangement with B. and C., paying a small share of net costs to them. Is this professional misconduct?

(3) A. acts as solicitor to X.'s executors in proving his will and administering his estate. B. is a residuary legatee under X.'s will and a solicitor. The executors suggest that A. should, *ex gratia*, make a present to B. as a solatium for not being appointed solicitor to the executors. If A. makes B. a present, is he guilty of misconduct? Must he give notice to all the residuary legatees to prevent the possibility of action being taken by the Disciplinary Committee?

I shall be glad if you, Mr. Editor, can give your readers the benefit of your opinion on these typical cases. May not the profession rightly call upon the Committee of the Incorporated Law Society to give a deliverance upon the question of profit-sharing, so that solicitors may know what is and what is not "professional misconduct" so far as sharing profit is concerned, and may act accordingly? Failing this, I fear many members of our profession, actuated often by the best of motives, will be unawares entrapped and victimized.

LEX.

[See observations under the head of "Current Topics."—ED. S.J.]

## CASES OF THE WEEK.

## Court of Appeal.

*Re BANK OF SYRIA. OWEN AND ASHWORTH'S CLAIM.* No. 2.  
23rd and 26th Nov.

COMPANY—DIRECTORS—POWERS OF REDUCED DIRECTORATE.

This case raised the important question as to the effect of the number of directors being reduced below the minimum. The Bank of Syria (Limited) was incorporated under the Companies Acts, 1862 to 1890. The articles of association so far as material were as follows: 32. The following persons, viz., J. R. Pilling, H. H. Bolton, W. E. Whitworth, and W. Parker shall form the first council of administration . . . and the said J. R. Pilling shall be president. 34. The council is invested with full power for conducting the affairs of the company either by its own body or by delegation as may be deemed necessary in the interest of the company. 35. Without prejudice to the general powers conferred by the last preceding clause . . . the council shall have the following powers (f) to execute in the name and on behalf of the company such mortgages of the company's property as they think fit. 38. The number of members of the council shall not be less than three or more than nine. 42. The continuing council may act notwithstanding any vacancy. 53. The council may determine the quorum necessary for the transaction of business. 55. The council may delegate any of its powers to committees, consisting of such member or members of their body as they think fit. At a time when the members of the council or directors were reduced to two they entered into an agreement with Owen and Ashworth to lend £4,000 to the company, which was advanced on the 19th of September, 1894. The company having gone into liquidation, Owen and Ashworth claimed to prove for the £4,000, but the liquidator rejected the proof on the ground that the debt was incurred by the company at a time when there were only two directors, and that the lenders had accepted Pilling as their debtor in lieu of any claim they might have had against the company. Wright, J., held, on the facts, that the money had been lent to Pilling, and rejected the proof, but held that the two directors had power under article 42 to bind the company. It was alleged, but not proved, that the quorum of directors was fixed at three.

THE COURT (LORD ALVERSTONE, C.J., RIGBY AND VAUGHAN WILLIAMS,

L.JJ.) allowed the appeal, on the ground that, upon the facts, there was no novation and the company were not discharged, that the case was covered by the decision in *Re Scottish Petroleum Co.* (23 Ch. D. 413), and that the two directors had under article 42 power to bind the company.—COUNSEL, *Jenkins, Q.C., and Martelli; Reed, Q.C., and P. Wheeler.* SOLICITORS, *R. H. Bentley; Carlisle, Unna, Rider, & Heaton.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*TAFF VALE RAILWAY CO. v. AMALGAMATED SOCIETY OF RAILWAY SERVANTS AND OTHERS.* No. 1. 21st Nov.

TRADE UNION—POWER TO SUE AND BE SUED—REGISTERED NAME—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31)—TRADE UNION ACT, 1876 (39 & 40 VICT. c. 22).

Appeal from an order of Farwell, J. The plaintiffs brought an action in the Queen's Bench Division against the Amalgamated Society of Railway Servants, Mr. Richard Bell (the general secretary), and Mr. James Holmes (the local secretary of the society), for an injunction to restrain the defendants, the Amalgamated Society of Railway Servants, Richard Bell, and James Holmes, from watching or besetting, or causing to be watched or beset, the Great Western Railway Station at Cardiff or the works of the plaintiffs or any of them, or the approaches thereto, or the places of residence, or any place where they might happen to be, of any workmen employed by or proposing to work for the plaintiffs for the purpose of persuading or otherwise preventing persons from working for the plaintiffs, or for any purpose except merely to obtain or communicate information, and from procuring any persons who might have or might enter into contracts with the plaintiffs to commit a breach of such contracts. The plaintiffs took out a summons for an *interim* injunction until the trial of the action in the terms set out above. The defendant society took out a summons asking that they should be dismissed from the action upon the ground that a trade union could not be sued. Farwell, J., granted an *interim* injunction in the terms of the summons against the defendants Bell and Holmes, upon the authority of *Lyons v. Wilkins* (45 W. R. 19; 1896, 1 Ch. 811); and as regarded the defendants the Amalgamated Society of Railway Servants, he refused to strike them out of the action and granted an injunction against them, holding that the action would lie against the society. The defendant society appealed.

THE COURT (A. L. SMITH, M.R., COLLINS and STIRLING, L.JJ.) allowed the appeal, holding that a trade union could neither sue nor be sued in its registered name, as it was neither a corporation nor a partnership, and the Trade Union Acts not authorizing any such action to be brought.—COUNSEL, *Haldane, Q.C., W. S. Robson, Q.C., T. Bateman Napier, S. T. Evans, and A. Clement Edwards; Sir Edward Clarke, Q.C., B. Francis Williams, Q.C., and Holman Gregory.* SOLICITORS, *Williamson, Hill, & Co., for Ingledeu & Sons, Cardiff; Riddell & Co., for Meyrick & Davies, Cardiff.*

[Reported by W. F. BARRY, Barrister-at-Law.]

*SOLOMON v. MULLINER AND OTHERS.* No. 1. 27th Nov.

PRACTICE—COSTS—ACTION OF TORT AGAINST TWO DEFENDANTS—SEPARATE TORTS COMMITTED BY EACH DEFENDANT—LESS THAN £10 RECOVERED AGAINST ONE—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 116.

Appeal from Day, J., at chambers. The action was brought against the defendant Mulliner, and the defendants the Motor Carriage Supply Co. (Limited), to recover damages for conversion of a motor car. The statement of claim alleged that in February, 1900, the motor car was stored for safe custody with the defendant Mulliner, that in May, 1900, Mulliner refused to deliver up the car, and wrongfully parted with it to the Motor Carriage Co.; and that the Motor Carriage Co. illegally retained possession and refused to deliver it up to the plaintiff. The plaintiff claimed the return of the car or £500, its value, and damages for its conversion. The plaintiff applied for an *interim* injunction against the Motor Carriage Co. to restrain them from parting with the possession of the car, when the judge, as the car had been sold, ordered the price (£440) to be paid into court. The company in their defence admitted liability to the plaintiff for £340, and as to the balance of £100 set up a claim as against the plaintiff. The plaintiff took the £340 out of court. Mulliner in his defence with a denial of liability paid 40s. into court as sufficient to satisfy the plaintiffs' claim against him. The plaintiff took out the 40s. in satisfaction of his claim against Mulliner, and gave notice to discontinue the action against him. The action against the company was proceeding. Upon the plaintiff bringing in his bill of costs as against Mulliner for taxation, the master held that he could not allow any costs, as the plaintiff had recovered less than £10. The plaintiff applied to the judge for an order directing the master to tax the costs upon the High Court scale upon the ground that the action could not have been brought in the county court, or for a certificate that the action was fit to have been brought in the High Court. Day, J., refused the application. The plaintiff appealed. By section 116 of the County Courts Act, 1888, "With respect to any action brought in the High Court which could have been commenced in a county court, the following provisions shall apply . . . (2) If in an action founded on tort the plaintiff shall recover a sum less than £10 he shall not be entitled to any costs of the action."

THE COURT (A. L. SMITH, M.R., and COLLINS, L.J.) dismissed the appeal, holding that the action was for two separate torts, one by each of the defendants; that the plaintiff in his action for the tort committed by Mulliner only recovered 40s.; that the words of section 116 of the County Courts Act, 1888, "which could have been commenced in a county court," referred to an action which, both in regard to its character and the amount, could have been commenced in a county court; and that an action, as regards amount, was within the jurisdiction of the county court.

when the amount recoverable was ascertained, and the question did not depend upon the amount claimed. Therefore the plaintiff, having only recovered 40s. as against Mulliner (though if the tort had been a joint tort, different considerations would have arisen), was not entitled to any costs as against him. The order of Day, J., was therefore right. With regard to the decisions, their lordships preferred the decision of the Divisional Court in *Lovejoy v. Cole* (43 W. R. 48; 1894, 2 Q. B. 861) to that of Charles, J., in *Goldhill v. Clarke* (68 L. T. N. S. 414).—COUNSEL, *Wheeler, Q.C.*, and *James Todd*; *E. Grimwood Meares*. SOLICITORS, *T. Durant*; *Picess & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

**Re H. G. LANGDALE (A PERSON OF UNSOUND MIND).** No. 2.  
12th and 16th Nov.

PRACTICE—PETITION FOR VESTING ORDER—LUNATIC TRUSTEE—POWER OF MASTER.

Petition for an order vesting a sum in Consols standing in the name of lunatic trustee and another in the latter and a new trustee; and the question was whether the master had power to make the vesting order in these circumstances. Under a settlement dated in 1865 two trustees were appointed; in 1884 both were dead, and Langdale and another trustee M. were appointed. In 1887 Langdale retired, another trustee S. being appointed in his place. On that occasion the sum of £413 Consols standing in the names of Langdale and his co-trustee M. was overlooked and not transferred to the other trustees. In 1896 S. died, and in September last another trustee was appointed, and a vesting order under section 136 of the Lunacy Act, 1890, was now required to transfer this sum to the new trustees. It was contended that since a master could make a vesting order when appointing new trustees (*Re Fuller*, 1900, 2 Ch. 551), he had also power to make a vesting order alone, and that a vesting order under section 136, although not made under the "management and administration" sections (116-130) of the Act of 1890 was nevertheless "administration and management" within the meaning of section 27 of the Lunacy Act, 1891. *Re Shortridge* (1895, 1 Ch. 279) was also referred to.

THE COURT (RIGHT, VAUGHAN WILLIAMS, and ROMER, L.JJ.) delivered judgment on the 16th of November, and held that the master had no power to make such an order.—COUNSEL, *Humphry*. SOLICITORS, *Gribble, Oddie, Sinclair, & Johnson*.

[Reported by A. GLYNNE-JONES, Barrister-at-Law.]

## High Court—Chancery Division.

**Re HENRY LAWRENCE (Deceased).** Byrne, J. 22nd and 23rd Nov.

DEED—CONSTRUCTION—ASSIGNMENT OF REVERSIONARY INTEREST—ACCURED SHARE—OPERATIVE PART IN DEED CONTROLLED BY RECITAL.

This was a summons for payment out of court of a sum of money which a trustee had paid in under the Trustee Relief Act. A testator by his will gave his residuary estate to trustees to hold as to one-third thereof upon trust to invest and pay the income thereof to his daughter R. B., the wife of J. B., for life, and after her decease to pay the income to her husband for his life, and on the death of the husband to divide the capital amongst the children of R. B. at twenty-one in equal shares. And as to one other third part thereof upon similar trusts in favour of his son H. L. And as to the remaining one-third part thereof upon similar trusts in favour of his son W. L. There was a provision in the will that if either R. B., H. L., or W. L. died without children, then the share of the testator's child so dying without children should accrue to the others. C. B. L. was one of the children of W. L., and by an indenture dated the 7th of February, 1877, C. B. L. as vendor assigned to purchasers for value, "All that the part share and interest of him, the vendor, whether vested, contingent, or expectant, of and in the moneys and premises devised and bequeathed by the said recited will of the said (testator) and of and in the stock funds, &c., of him the vendor." The indenture recited the will (so far as material) as follows: "And from and after the decease of the said W. L. upon trust to pay the income to the wife of the said W. L. for life, and after her decease upon trust to transfer the capital of the last mentioned one-third share of the said trust funds unto and among all and every the children of the said W. L. who should attain twenty-one or marry for his, her, or their own absolute use and benefit in equal shares if more than one. But in case there should be no such child then in trust as therein mentioned and as to the two other one-third parts or shares thereof upon certain trusts therein contained, including in the events therein specified a trust for the benefit of the said W. L." The deed also recited that C. B. L. had attained twenty-one. W. L. died in 1884, and the share of C. B. L. in the one-third of the residuary estate was paid over to the purchasers under the assignment of 1877. On the 28th of March, 1899, E. B. died a widow and without children, and thereupon a moiety of the one-third share in which she had had a life interest under her father's will accrued to the children of W. L. On behalf of the purchasers it was contended that the assignment of 1877 carried the interest of C. B. L. in the accrued share. The words "share" and "interest" in the operative part of the deed were clear and unambiguous, and were not confined to the one-third part in which W. L. had a life interest at the date of the assignment. *Moore v. Magrath* (1 Cowper 9), *Ex parte Glynn* (1 Mont. D. & D. 29), and *Willoughby v. Middleton* (2 J. & H. 344) were cited. On behalf of C. B. L., the assignee, it was urged that the words in the operative part were in the singular, "all that the part share and interest." That the operative part must be controlled by the recital, which clearly referred to the one-third share only. The following

cases were cited: *Neams v. Moorsom* (3 Eq. 91), *Gray v. Earl of Limerick* (2 D. G. & Sm. 370), *Hopkinson v. Lusk* (34 B. 215), *Howard v. Earl of Shrewsbury* (17 Eq. 378), *Hugh Neal's Trust* (4 Jur. N. S. 6).

Nov. 23.—BYRNE, J., held that the words in the operative part of the deed of 1877 were clear and unambiguous and that there was no necessity to resort to the recital to impose such a narrow construction on them as was contended for by the assignor. The claim of the assignor to be paid a proportion of the funds accruing under the testator's will on the death of R. B. failed.—COUNSEL, *Rowden, Q.C.*; *Mitchell and Levett, Q.C.*; *Baty*. SOLICITORS, *S. J. R. Stammers*, for H. R. Culley, Norwich; *Field, Roscoe, & Co.*, for J. E. Foster, Cambridge.

[Reported by R. LEIGH RAMSEY, Barrister-at-Law.]

**Re LEEDS GRAMMAR SCHOOL.** Cozens-Hardy, J. 20th Nov.

CHARITY—COMPULSORY PURCHASE OF LANDS—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. C. 18), ss. 69, 76 AND 80—PAYMENT INTO COURT—COSTS OF INVESTMENT.

On the 15th of November, 1898, the Corporation of Leeds gave notice to treat for the purchase of lands belonging to the Leeds Grammar School. The legal estate was vested in the official trustee of charity lands. As the result of arbitration between the governors of the school and the corporation the sum of £37,000 was agreed upon as the value of the property, and on the 1st of June, 1900, the Board of Charity Commissioners directed the official trustee to concur in the conveyance. A dispute arose between the parties as to whether the purchase-money ought to be paid into court. On the 11th of July, 1900, the purchase-money was lodged in court. The governors of the school now petitioned for an order for the investment of the £37,000. The corporation objected to pay the costs of the investment on the ground that the official trustee, who, with the concurrence of the Charity Commissioners, could have given a good discharge, had refused to do so. The corporation also maintained that the money had been paid into court under section 76 of the Lands Clauses Consolidation Act, 1845, and not under section 80.

COZENS-HARDY, J.—In this case the governors of Leeds Grammar School owned certain property which the Corporation of Leeds desired to acquire. Notice to treat was given by the corporation, and subsequently the matter went to arbitration. The governors appointed one arbitrator and the corporation another, and the sum of £37,000 was awarded. The bare legal estate was outstanding in the official trustee of charity lands, and the conveying parties were the official trustee and the governors. There is a recital of an order of the Charity Commissioners directing the official trustee to concur in the conveyance, and a recital of the payment into court of £37,000 for the lands taken from the Leeds Grammar School, "trustees without power of sale" and the governors "conveyed and confirmed" the property. Under these circumstances, it is the ordinary case of persons under disability conveying, with the concurrence of persons having the legal estate, at a price not less than that fixed upon by arbitration. It is said that the £37,000 was tendered to the official trustee and that he refused to accept it, but the governors did not refuse and section 80 does not apply. It is simply the ordinary case of the conveyance of an equitable interest and getting in a legal estate from trustees. I must order the corporation to pay the costs under the Act.—COUNSEL, *O. Leigh Clare*; *Vernon Smith, Q.C.*, and *Cartmell*. SOLICITORS, *Paterson, Snow, Blaxam, & Kinder*, for J. U. Atkinson, Leeds; *Vincent & Vincent*, for The Town Clerk, Leeds.

[Reported by J. H. DAVIES, Barrister-at-Law.]

**Re RENDELL. WOOD v. RENDELL.** Cozens-Hardy, J. 24th Nov.

ADMINISTRATION—INTERSTACY—DOMICIL—PERSON AUTHORIZED TO TAKE OUT ADMINISTRATION.

Thomas Rendell died intestate on the 5th of May, 1899, leaving a widow and children him surviving. There was a doubt whether his domicile was in this country or in the United States. On the 20th of July, 1899, the widow gave a power of attorney to the plaintiff in this country to take out letters of administration, and administration was consequently granted to him on the 4th of September. No administration was taken out elsewhere and the widow was not the administratrix in the United States. The plaintiff got in all the estate and had £1,300 in hand. The question now arose what was to be done with it.

COZENS-HARDY, J.—This is, no doubt, a case of importance. I am dealing here with a gentleman who has been constituted administrator, and he has made the usual declarations. Administration was granted to him, it is true, as the nominee of the widow (who is in the United States), but any moment she comes here and applies for administration she will have it. She is not the legal personal representative of the intestate in the United States, so it is immaterial to consider the question of domicile. She can, therefore, only claim because she is beneficially entitled to a share. There is no portion of the property for which she can give a good receipt. Can I hold that it is right for her to hand over the property to the next-of-kin? I think the observations of Kindersley, V.C., in *Re Develt, Edgar v. Reynolds* (6 W. R. 404, 4 Drew. 269) are common sense. The money cannot be handed over to the widow.—COUNSEL, *F. Douglas*; *T. L. Wilkinson*. SOLICITORS, *Atkinson & Dresser*.

[Reported by J. H. DAVIES, Barrister-at-Law.]

**BAGLIONI v. CAVALLI.** Cozens-Hardy, J. 21st and 22nd Nov.

MORTGAGE—SUBSEQUENT INCUMBRANCES—PRIORITY—MARSHALLING—APPORTIONMENT.

This was a summons to vary the master's certificate which purported to settle the priority of the incumbrances on certain leasehold property. On



the 26th of February, 1894, there was a legal mortgage of the whole of the property by Bargonzi, the mortgagor, and Coulthard, who had a charge on the property, to Cavalli. On the 16th of July, 1894, Bargonzi made a second mortgage of the leasehold premises to Baglioni, reciting the previous mortgage but making no reference to the goodwill of the business carried on at the place. On the 26th of August, 1894, Bargonzi made a further mortgage of the lease, goodwill, and fixtures to Hales. In December, 1894, Cavalli entered on the premises, and subsequently sold the lease, goodwill, and fixtures for £1,300. In July, 1895, a receiver was appointed, and in 1898 an action for an account was commenced. North, J., made an order in the action on the 12th of December, 1899. The question now was, who was entitled to the residue in court on payment of the taxed costs? The master took the view that the plaintiff Baglioni was entitled to Marshall and took priority of the other mortgagees.

**COZENS-HARDY, J.**—This summons raises points which might have been of great difficulty. The two points raised have, however, really been decided by the authorities. We have, firstly, the mortgage of a leasehold house in which the mortgagor carries on his business. Then the mortgagor mortgages the lease alone, and afterwards creates charges on the lease and goodwill. The property was sold by the first mortgagee. The second mortgagee says he is entitled to the entirety though he has only a mortgage of the lease alone, those behind him having charges on the lease and goodwill. The decision of the Court of Appeal in *West London Syndicate (Limited) v. Commissioners of Inland Revenue* (1898, 1 Q. B. D. 226, 46 W. R. Dig. 74) shows that the goodwill of a licensed house is something apart from the value of the land. I think the position of the mortgagee of a leasehold is something very different from that of the mortgagee of the goodwill and the lease. I must therefore hold that this is a case in which the position of the first and third mortgagees is different from that of the second. That being so, what are their respective rights. Here again I have the direct authority of Kay, J., in the case of *Mazon v. The Berkeley Mutual Benefit Building Society* (59 L. J. 524, 38 W. R. Dig. 138), a view which he himself amplified in the case of *Plant v. Howard* (1893, 2 Ch. 54, 41 W. R. Dig. 147). I think I am therefore relieved from going through the long list of cases cited. It is sufficient to say, in the words of Kay, L.J., "The right of a subsequent mortgagee of one of the estates to Marshall—that is, to throw the prior charge on both estates upon that which is not mortgaged to him—is an equity which is not enforced against third parties—that is, against anyone except the mortgagor and his legal representatives claiming as volunteers under him. It is not enforced against a mortgagee or purchaser of the other estate. If both estates are subject to separate second mortgages the court apportions the first mortgage between them." I feel myself bound to vary the certificate and to declare that the purchase-money ought to be apportioned between the lease and the goodwill.—COUNSEL, *Henderson; Nield; Ashton Cross. SOLICITORS, Sherwood & Balls; Telding, Piper, & Tallaack; W. H. Hales.*

[Reported by J. H. DAVIES, Barrister-at-Law.]

#### NEAVEVERSON v. THE PETERBOROUGH RURAL DISTRICT COUNCIL. Cozens-Hardy, J. 30th and 31st Oct.; 1st and 10th Nov.

PASTURAGE—PRIVATE ROAD—INCLOSURE AWARD—OWNERSHIP OF SOIL—PRESUMPTION OF LOST GRANT.

This action related to the pasturage of a private road, called Moor-road, in the parish of Newborough, which was constituted out of fen land in the Bedford Level by the Newborough Inclosure Act, 1812. By the award, made in 1822, it was (*inter alia*) provided that all the grass and herbage which should from time to time grow and arise upon all the private roads set out and thereinafter awarded should belong to and be the property of the surveyor for the time being of the highways, to be appointed for the said common and waste land called Borough Fen Common and the 400 acres common, to be by him let annually for the depasturing of sound and healthy sheep, but of no other cattle or stock whatever, at and for the best rent or rents that could be reasonably obtained for the same. The plaintiff was the occupier of a farm, allotted under the award, on each side of the Moor-road, from which it was separated by a ditch, with a low hedge on the farm side of the ditch. It was established by evidence that, at least since 1846, the roads, including Moor-road, had been let publicly by auction, year by year, pursuant to directions given at public vestry meetings, without any restriction providing for depasturing of sheep only. On the contrary, the conditions provided a limit, varying from time to time, as to the number of cattle or horses which might be grazed upon Moor-road. It was further proved that the plaintiff himself had been party to many such lettings, and had hired Moor-road upon these terms, and grazed cattle thereon, and received money paid by others for the right of turning cattle thereon during his tenancy. In 1899 the defendant council, who are the successors of the surveyor of highways, let for a year the pasturage of the road to their co-defendant Vergette, with a limit to the number of cattle and horses to be depastured. He, however, turned horses and cattle in excess of the prescribed number into the road, which (it was alleged) caused injury and trespass on the plaintiff's land. He had paid 40s. damages, and the action had been stayed against him. The defendant council paid 40s. into court with a denial of liability, and the plaintiff now claimed an injunction to restrain them letting or using the road for pasturing animals other than sheep, and damages.

**COZENS-HARDY, J.**, citing *per* Parke, B., in *Poole v. Huskinson* (11 M. & W. 827) and *per* Lindley, L.J., in *Haigh v. West* (1893, 2 Q. B. 19), held that, having regard to the Inclosure Act, the soil of the road became vested in the owners of the adjoining allotments, including that occupied by the plaintiff, subject to a right of way and to the right of herbage. It was therefore unnecessary for his lordship to consider whether a private individual could maintain an action to enforce the performance by a

public body of a statutory obligation. There having been an open and regular and unchallenged dealing with the herbage of the road for more than fifty years in a manner and to an extent not authorized by the award, and which was apparently to the advantage of the owners and occupiers of the allotted lands, a lawful origin ought to be presumed from long usage, based on the presumption of a lost grant by the owner of the soil by virtue of which the surveyors were released from the restrictions imposed by the award as to the mode of grazing. Action therefore dismissed with costs.—COUNSEL, *Rawlings, Q. C., and Percival; Eve, Q. C., and Schiller. SOLICITORS, Clarke, Rawlins, & Co., for Percival & Son, Peterborough; J. M. Foss, for J. W. Buckle, Peterborough.*

[Reported by A. GLYNNE-JONES, Barrister-at-Law.]

#### Re HARE AND O'MORE'S CONTRACT. Joyce, J. 5th, 6th, and 14th Nov.

VENDOR AND PURCHASER—CONTRACT—MISDESCRIPTION—COMPENSATION—SPECIFIC PERFORMANCE.

Adjourned summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78). The property to which the summons related formed Lot 5 of a quantity of landed property sold by auction on the 23rd of March of the present year. In the particulars of the sale Lot 4 was described as consisting of "four capital private houses, each with hall entrance, gardens, and outbuildings in the rear," and Lot 5 as "four similar houses adjoining the last lot." It appeared that the houses comprised in Lot 5 were not exactly similar to those comprised in Lot 4 in that they had no entrance-halls and had privies instead of water-closets. The plaintiff, who was the purchaser of Lot 5 at the price of £580, had before the sale examined Lot 4, but not Lot 5, and claimed to rely on the misdescription contained in the word "similar." The defendant replied that the auctioneer had at the auction corrected this misdescription by stating what the difference was between the houses in Lot 5 and Lot 4; to which the plaintiff rejoined that the auctioneer had made no such statement, and if he had, the plaintiff had not heard it. The conditions of sale, which were the common form of conditions used by the Birmingham Incorporated Law Society, included a condition that a misdescription should not be a ground for rescission of the contract, but only for compensation. The summons asked for a declaration that the defendant was liable to pay compensation. Stirling, J., in chambers, ordered that the summons should be adjourned into court for the trial of the question of fact, and it was agreed between the parties that the trial should be treated as of an action for specific performance with compensation.

**JOYCE, J.**—This is a summons under the Vendor and Purchaser Act, 1874, by which the court has power to determine "any claim for compensation or any other question arising out of or connected with the contract." I understand that it has been arranged before the Judge in Chambers that it should be treated as an action for specific performance with compensation. The contract was for the purchase of Lot 5, which was knocked down to the plaintiff at the auction, and was described in the particulars as "four similar houses," Lot 4 being described as "four capital private houses, each with hall entrance, gardens, and outbuildings in the rear." Whether the houses were similar or not, it is clear that they were not alike in all respects. The houses in Lot 5 had neither hall entrances nor water-closets, and the houses in Lot 4 had both. That seems to me a material difference affecting the value of the property. If it had not been so, I do not see why the defendant's solicitor and auctioneer were so particular in asserting that the difference was stated at the sale. There was, therefore, by inadvertence or otherwise, a material misdescription in the contract. Now, I find as a fact that the auctioneer made a distinct statement as to the difference between Lot 5 and Lot 4, and gave that as a reason for the difference between the rents of the two lots, and that he made this statement not once only, but more than once. But I cannot say that the purchaser heard what was stated. That being so, the question is whether the circumstances are such as to render it inequitable that the contract should be specifically enforced and the vendor ordered to make compensation. The case of *Manser v. Beck* (6 Ha. 443) was cited to me, and I reserved judgment in order to consider it, because I thought it might not have been followed or not be law. Now I think that *Manser v. Beck* is a distinct authority for the vendor to be let off his contract under these circumstances. I find that the case was cited with approval by Baggallay, L.J., in *Tamplin v. James* (29 W. R. 311, 18 Ch. D. 217), and it is treated by all the text-books as good law, and, if I may say so, I entirely agree with them. The conclusion to which I am compelled to come is that the vendor cannot be compelled to complete his contract. The case of *Lett v. Randall* (49 L. T. 71), which was also cited, does not affect this case. The summons must be dismissed, but the defendant is not entitled to any costs. The contract will be rescinded, the deposit returned, and the purchaser must have the costs of investigation of title down to the time when the auctioneer's statement was obtained.—COUNSEL, *Jolly; K. P. Hewitt. SOLICITORS, Sharpe, Parker, Pritchards, & Barham, for Lett & Jolly, Birmingham; Preston, Stow, & Preston, for Jacob Rowlands & Son, Birmingham.*

[Reported by J. F. ISKELIN, Barrister-at-Law.]

#### High Court—Queen's Bench Division.

Re THE MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884. *Ex parte* HUGHES. Div. Court. 23rd Nov.

ELECTION, SCHOOL BOARD—CANDIDATE ADDRESSING MEETINGS AT CLUB PREMISES WHERE INTOXICATING LIQUOR WAS SOLD—INADVERTENCE—RELIEF.

This was an application on behalf of the Rev. James Hughes, a candidate for the School Board election for the division of West Lambeth,

for relief. The acts in respect of which relief was sought were the holding of two meetings at the Clapham Reform Club, St. Luke's-road, Clapham, on the 7th and 9th inst., at one of which Mr. Hughes addressed the Clapham Women's Liberal Association, and at the other the Executive Committee of the Liberal Association, and at which resolutions in favour of his candidature were passed. The applicant was curate-in-charge of St. Mark's, Plumstead, a parish which was a considerable distance from Clapham, and in his affidavit he stated he had no previous acquaintance with the club, and did not know that it was illegal under the Act to hold meetings of this kind on premises upon any part of which intoxicating liquors were served. During the meetings no such liquors were supplied. Notice had been given to the returning officer and to the other candidates, who were not opposing the application, which had also been duly advertised in the *Standard* and the *Daily News*. [DARLING, J.—The other candidates will have a very strong case if they choose to go on holding meetings in public-houses and clubs and apply for relief after the election is over.] [KENNEDY, J.—But they would have the benefit of the knowledge conveyed by these proceedings.] [DARLING, J.—They will know how indulgent we are.]

THE COURT (KENNEDY and DARLING, JJ.) held that in this case an order relieving the candidate of the consequences of holding the meetings should be made, on the ground that the offence had been committed from inadvertence and in good faith.—COUNSEL, *Corrie Grant*. SOLICITORS, *Ridford & Frankland*.

[Reported by ESKINE REID, Barrister-at-Law.]

#### ATTORNEY-GENERAL v. HAWKINS. Div. Court. 26th Nov.

REVENUE—ESTATE DUTY—POLICY OF LIFE INSURANCE—SETTLED PROPERTY—FINANCE ACT, 1894 (57 & 58 VICT. C. 50), ss. 1, 2, 3.

Information by the Attorney-General against the defendant claiming estate duty on £69,000, which sum passed to the defendant in pursuance of a family arrangement on the death of his father under certain life policies effected on the latter's life. The deceased, H. A. Hawkins, was the tenant for life, under three deeds, of certain estates, and the defendant, H. Hawkins, was tenant in tail in remainder. The deceased was indebted in several sums amounting to about £86,000 and had effected several mortgages on his life interest to secure payment of such debts and had also effected certain policies on his life by way of further security. In July, 1897, a family arrangement was entered into, and, in order to carry it out, a deed was executed by the deceased, the defendant and certain trustees. Under this arrangement the defendant executed a disentailing deed; a sum of £70,000 was raised by way of mortgage on the estates to pay off incumbrances of the deceased to that amount, and a further £1,600 was provided from other sources; the policies were assigned to the trustees, who were to receive all moneys (if any) which should during the life of the deceased become payable under any of the policies, and apply the same towards the discharge of the sum of £70,000; the deceased was out of the income of his life estate to pay the premiums on the policies and the interest on the mortgages; the residue of the income was to be paid as to two-thirds thereof to the deceased, and as to one-third to the defendant. Under this deed of resettlement the defendant only took an equity of redemption. The deceased died on the 10th of July, 1898. After his death the trustees received all the moneys due under the policies and paid or accounted for the same to the defendant. The Crown thereupon claimed estate duty on the sums paid on the said policies. Section 2 (1) (c) of the Finance Act, 1894, provides that property passing on death of the deceased in respect of which estate duty is payable under section 1 shall be deemed to include "property which would be required on the death of the deceased to be included in an account under section 38 of the Customs and Inland Revenue Act, 1881, as amended by section 11 of the Customs and Inland Revenue Act, 1889, as if those sections were herein enacted and extended to real property as well as personal property, and the words 'voluntary' and 'voluntarily,' and a reference to 'volunteer' were omitted therefrom." Section 2 (1) (d) provides that property passing on the death of the deceased includes "any annuity or other interest purchased or provided by the deceased either by himself alone or in concert or by arrangement with any other person to the extent of the beneficial interest accruing or arising by survivorship or otherwise on the death of the deceased." For the Crown it was contended that the effect of the family arrangement was merely to substitute the policies for what was taken out of the family estates by the mortgages. It was not a *bona fide* purchase by the defendant of the policies, so that they became exempt by virtue of section 3 (1) from the payment of estate duty. That duty was therefore payable under section 2 (1) (c) and (d). *Attorney-General v. Dobree* (48 W. R. 413; 1900, 1 Q. B. 442) and *Attorney-General v. Brown* (79 L. T. 572) were cited. For the respondent it was contended that the policies were exempt by virtue of section 3 (1): *Fryer v. Morland* (25 W. R. 21, 3 Ch. D. 675) and *Lord Alcock v. Esclape* (11 R. 222).

THE COURT (KENNEDY and PHILLIMORE, JJ.) gave judgment for the Crown. The family arrangement of July, 1897, practically involved the inclusion in the settlement of the moneys arising on the policies, coincidentally at least if not in substitution for the £70,000 represented by the mortgage, which was taken out of the settlement. The deceased purchased or provided an interest, the beneficial interest of which accrued on his death; this was taxable under section 1 and section 2 (1) (d) of the Finance Act, 1894. The policies had not been assigned to the defendant outright as in the *Earl of Fife* case, but had been brought into settlement. There had been no purchase within section 3 (1). Judgment for the Crown.—COUNSEL, *Sir R. B. Finlay, A.G., Sir E. Carson, S.G., and Vaughan Hawkins; Haldane, Q.C., and J. F. H. Bethell*. SOLICITORS, *Solicitor to Inland Revenue; Langlois & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

#### JAMES v. IVEMEY AND ANOTHER. Div. Court. 21st Nov.

PARLIAMENTARY ELECTION—PEMBROKE BOROUGH—FREEHOLDERS OF HAVERFORDWEST—REFORM ACT, 1832, ss. 31, 33—REDISTRIBUTION OF SEATS ACT, 1885, ss. 2, 17.

Case stated by the revising barrister for the Borough of Pembroke and Haverfordwest, who had struck the name of the appellant, John James, off the list of freeholders entitled to vote for a Member of Parliament for the said borough. At a court held on the 10th of September, 1900, for the revision of the list of voters for the parish of St. Mary in Haverfordwest, the respondent W. C. Ivey duly objected to the name of John James being retained in the Parliamentary list of voters for the borough in respect of any right reserved by sections 31 and 33 of the Reform Act, 1832. Before the passing of that Act the county and town of Haverfordwest returned a Member to Parliament, and this privilege was not participated in by any contributory place, but by section 8 and Schedule E of that Act the towns of Fishguard and Narberth were given a share in the election of the member for Haverfordwest. By the same section and schedule certain places were given a share in the election of the member for the Borough of Pembroke, at that time entirely distinct from Haverfordwest. By the Redistribution of Seats Act, 1885, a new borough was constituted, called the Borough of Pembroke and Haverfordwest and comprising the places till then included in the distinct constituencies of Pembroke and of Haverfordwest. Freeholders in the town and county of Haverfordwest had the right to vote in the election of a member for Haverfordwest before the passing of the Reform Act of 1832, and had continued to exercise that right without interruption or objection down to the present year. The appellant became a freeholder before the passing of the Redistribution of Seats Act, 1885, but several of the persons whose names appeared in the list had been admitted to vote as freeholders of the county since the Act had been passed. The question for the decision of the High Court was whether the revising barrister was right when he struck off the lists the name of the appellant and other freeholders. If the court answered the question in the negative then the names were to be restored to and inserted in the said lists respectively.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and WRIGHT, JJ.) upheld the decision of the revising barrister and dismissed the appeal. The freeholders of Haverfordwest, undoubtedly, after the passing of the Act of 1832 down to 1885 had been entitled to vote, but the Act of that year dealt with that privilege from the point of view of not preserving the privilege any longer. The Act of 1885 provided that the new Borough of Pembroke should include the then Parliamentary Borough of Pembroke and the other places comprised in the area of the Haverfordwest district, and the effect of that legislation was to take the area of the Haverfordwest district and put it with the Borough of Pembroke. In other words, Haverfordwest had been added to Pembroke, and not Pembroke to Haverfordwest, and the right of the freeholders had disappeared. Appeal dismissed.—COUNSEL, *Dickens, Q.C., and Lewis Coward; Bray, Q.C., and Lushington*. SOLICITORS, *Ayrton, Biscoe, & Barclay, for Eaton, Evans, & Williams, Haverfordwest; Russell, Cooke, & Co.*

[Reported by ESKINE REID, Barrister-at-Law.]

#### SAUNDERS v. WHITE (BIGGS, CLAIMANT). Div. Court. 21st Nov.

BILL OF SALE—VALIDITY—FORM—TRUE OWNERSHIP—TWO GRANTORS EACH OWNING PARTS OF THE CHATELLETS COMPRISED IN THE BILL—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. C. 43), ss. 5, 7, 9.

Appeal from the decision of the judge of the Wandsworth County Court on an interpleader issue. The facts appear from the considered judgment of the court (LORD ALVERSTONE, C.J., and KENNEDY, J.), delivered by LORD ALVERSTONE, C.J.—This is an appeal from the judge of the Wandsworth County Court, who has decided in favour of the judgment creditor and against the claimants under a bill of sale. The bill of sale in question was dated the 3rd of May, 1900, and was made by Joseph William White, builder, and Emily, his wife, as grantors, and Samuel Thomas Biggs, a solicitor, as grantee, in consideration of the sum of £80 lent by Biggs to the two grantors. The security given was an assignment of furniture, some of which, on the evidence, is stated to have belonged to the husband, and some to the wife. The bill of sale contained covenants by the husband and wife, and each of them, among other things, that they would punctually pay the principal, together with interest, by four equal monthly payments of £20 each, and contained certain other agreements which are not material. Lastly, it contained a proviso, in accordance with the form of the Act of 1882, that the chattels should not be liable to seizure for any cause other than those specified by section 7. The county court judge decided in favour of the execution creditor and against the claimant on three grounds—first, that the bill of sale was not in accordance with the form annexed to the statute; secondly, that the grantors were not the true owners; and, thirdly, that the consideration was not truly stated. [His lordship then stated the reasons upon which the court differed from the county judge as to the statement of the consideration, and continued:] The question, however, which has been raised by the first two points is one of very great general importance, whether two persons who are not in partnership and who are not jointly possessed of the goods, but each possesses a part of them, can join in giving a bill of sale, and whether the bill of sale so given is valid, having regard to the provisions of the statute. We are of opinion that the decision of the county court judge is right, and this bill of sale cannot be supported. The cases have decided that the bill of sale must be in substance or substantially in the form in the schedule, by which we understand that no departure is allowed from the form in the schedule, which is not merely verbal or immaterial, but which



substantially affects the rights and obligations purported to be given to and imposed upon the respective parties: see, among other cases, *Ex parte Stanford* (17 Q. B. D. 266), *Kelly & Co. v. Kellond* (20 Q. B. D. 569). The question is whether a bill of sale given in form by two grantors who are not jointly interested in the goods, but are each owner of part, does depart in substance from the form given in the schedule. We are of opinion that the county court judge was right in deciding that it did. The Bills of Sale Act, 1882, uses throughout the word "grantor" in the singular, and there is no definition of the word "grantor." According to the Interpretation Act, 1889, the singular would include the plural unless the contrary intention appears. In this case, however, we are of opinion that it is not possible to hold that the Legislature contemplated the bill of sale being given jointly by two independent persons. Among other grounds it is necessary to consider the application of section 7. The form of the bill of sale given in the schedule provides that the chattels shall not be liable to seizure in any case other than those specified in section 7 of the Act of 1882. This proviso is, of course, of the substance of the matter. When we turn to the provisions of section 7, it is difficult, if not impossible, to see how they could be practically carried into effect in the case of two grantors independently interested. It would be necessary in that case to read the word "grantor" in sub-sections 1 to 5 sometimes as referring to one and sometimes including both, and sub-section 2, which gives as one of the causes for taking possession "if the grantor shall become bankrupt," would be in many cases wholly incapable of application, and the argument that any such difficulty might be met by the proviso does not seem to us any answer to the substantial objection which could be raised. Further, as was pointed out in the course of the argument, any other view might give rise to serious difficulties under section 12. That section prohibits the granting of a bill of sale for less than £30. If a bill of sale given by two persons in the position of these grantors is good, several persons, each possessed of goods, might join together to obtain a loan of small sums amounting in the aggregate to over £30. It was suggested in argument that the opinion of Lord Esher as Master of the Rolls in *Melville Stringer* (at p. 399 of 13 Q. B. D.) conflicted with this view, and no doubt the language there used does support the view that persons might agree to join together to borrow or lend a sum of money. But the point was not necessary for the decision of that case, and no opinion to the same effect was expressed either by Lord Justice Bowen or Lord Justice Fry. We are not, of course, expressing any opinion as to what might be the effect of a bill of sale given by partners, but for the reasons we have given we are of opinion that the bill of sale given in this case was invalid, and the decision of the county court judge should be affirmed.—COUNSEL, *Mattinson, Q.C., and Firminger; Duke, Q.C., and Atkin*. SOLICITORS, *Biggs, Roche, Sawyer, & Co.; Willets & Sandford*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**PHILLIPS AND OTHERS v. ALHAMBRA PALACE CO.** Div. Court.  
13th Nov.

CONTRACT—PARTNERSHIP—PERSON CONTRACTING WITH PARTNERS—DEATH OF ONE OF THE PARTNERS—RIGHT TO ENFORCE CONTRACT AGAINST SURVIVING PARTNERS.

Appeal by the defendants from the judgment of the Kingston-upon-Hull County Court. The action was brought by the plaintiffs, four music-hall artists, to recover a sum equivalent to two weeks' salary, or for damages for breach of contract. In December, 1897, the plaintiffs entered into a contract with the defendants (the Alhambra Palace Co.) to perform at their music-hall for two periods of a fortnight each, commencing on the 8th of August, 1898, and on the 28th of October, 1899, respectively. The defendant company consisted of three members, and in December, 1897, one of the members died. The business was carried on by the other two partners with a view to winding it up. The agreement for the first period of two weeks was carried out and the plaintiffs were paid for their services in respect of that. Before October, 1899, the hall in which the defendants carried on the performances was sold by mortgagees under a power of sale in the mortgage, and the business was wound up and ceased to be carried on. The plaintiffs' engagement was to be at an end if any "unforeseen calamity" prevented its being carried out. The hall having been sold and the business wound up before the time fixed for the second performance of the plaintiffs, the plaintiffs subsequently brought the present action claiming payment for the performance which they had been prevented from giving. The judge gave judgment for the plaintiffs, and the defendants appealed. For the defendants two points were taken—first, that the selling of the hall by the mortgagees under their power of sale in the mortgage was an "unforeseen calamity" within the meaning of the terms of the contract, and that, therefore, the engagement was at an end; and, secondly, that the contract having been made with the three partners, was put an end to by the death of one of the partners: *Tasker v. Shepherd* (6 H. & N. 575), *Robson v. Drummond* (2 B. & Ad. 303). For the plaintiffs it was contended that the sale of the hall by the mortgagees under their power of sale was not an "unforeseen calamity" contemplated by the contract; and, secondly, that the contract not being a contract for personal service, was not put an end to by the death of one of the partners, more especially as there was no evidence that the plaintiffs knew who the partners were at the time of making the contract: *Searf v. Jordane* (30 W. R. 893, 7 App. Cas. 345).

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY, J.) dismissed the appeal.

LORD ALVERSTONE, C.J.—This case is not free from difficulty, and in dealing with it we have first to consider what principle of law applies, and then the application of that principle to the facts. It has been argued that either the contract came to an end by the death of one of the parties

and therefore that no action can now be maintained for breach of the contract in October, 1899, or that it came to an end by the happening of an "unforeseen calamity" in with the meaning of the contract. With regard to the latter point I do not think that an interference by the mortgagee under a power of sale comes under the words "unforeseen calamity," and the contract was therefore not put an end to by that interference. We therefore have to deal with the second point, which is one of considerable difficulty—whether the death of one of the partners put an end to the engagement altogether. I think that the principle of law is that you have to see what the obligation sought to be performed is and how far it depends on the personal conduct of the deceased person. I think the cases cited for the appellants bring out that distinction. In *Tasker v. Shepherd* and *Robson v. Drummond* the personal element, or, as Lord Tenterden in the latter case called it, "the personal confidence," came in. If, on the other hand, the contract is one which has no relation to the personal action of the partner who has died, then I see no reason why the same principle should apply or why the contract should be at an end on the death of one of the partners. The plaintiffs in this case did not in any way rely on the personal character of the partners, who were unknown to them. I come to the conclusion that these two defendants by their agreement became liable to employ the plaintiffs, notwithstanding the death of one of the partners, and I think this contract can be enforced against the two remaining partners.

KENNEDY, J., concurred.—COUNSEL, *Cantley; Trevor White*. SOLICITORS, *Collyer-Bristow & Co., for J. J. Underwood, Hull; J. M. Rutter, Bolton*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

## Bankruptcy Cases.

**Re CLEMENTS.** *Ex parte CLEMENTS.* Wright and Phillimore, JJ.  
19th Nov.

BANKRUPTCY—BANKRUPTCY NOTICE ISSUED BY TRUSTEE IN BANKRUPTCY OF JUDGMENT CREDITOR—"PERSON ENTITLED TO ENFORCE A FINAL JUDGMENT"—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, SUB-SECTION 1 (G)—BANKRUPTCY ACT, 1890 (53 & 54 VICT. C. 71), s. 1—R. S. C. XVII. 4; XLII. 23.

This was an appeal from a decision of the registrar of the county court at Croydon refusing to set aside a bankruptcy notice. On the 6th of July, 1899, a firm called Spencer & Co. signed judgment against Clements, the appellant, for a sum of about £900. The appellant paid off part of the debt, leaving about £400 due upon the judgment. Spencer & Co. subsequently became bankrupt, and F. W. Davis was appointed trustee in the bankruptcy. On the 13th of April, 1900, Davis obtained an order in the action of *Spencer & Co. v. Clements* under ord. 17, r. 4, "That F. W. Davis, the trustee of the estate of the above-named plaintiffs (Spencer & Co.), be joined as a party, and that all further proceedings be carried on between Clements added party and the defendant." On the 23rd of April, 1900, Davis issued and served a bankruptcy notice upon Clements, founded upon the judgment in *Spencer & Co. v. Clements*. An application was thereupon made by Clements to the registrar of the county court at Kingston to set aside the bankruptcy notice as irregular, on the ground that Davis, not having obtained an order under ord. 42, r. 23, declaring that he was entitled to issue execution upon the judgment in *Spencer & Co. v. Clements*, was not "a person entitled to enforce a final judgment" within section 1 of the Bankruptcy Act, 1890, and had no power to issue a bankruptcy notice. The registrar refused to set aside the bankruptcy notice. Clements appealed.

WRIGHT, J., held that the bankruptcy notice must be set aside. Prior to the Act of 1890 the trustee in bankruptcy of a judgment creditor could not have issued a bankruptcy notice founded upon a judgment obtained by the bankrupt. By sub-section 4 of section 1 of the Act of 1883 no one but "a creditor" who had obtained a final judgment could issue a bankruptcy notice thereon. By section 1 of the Act of 1890 the law was changed, and it was enacted that "Any person who is for the time being entitled to enforce a final judgment shall be deemed a creditor who has obtained a final judgment within the meaning of section 4 of the principal Act." This enactment can only apply to persons who have taken all the steps that are necessary to enable them to enforce their judgments, and one of the steps they must take is to obtain an order under ord. 42, r. 23, declaring their right to issue execution. The respondent Davis had not taken this step and put himself in a position to issue execution. He could not, therefore, issue a bankruptcy notice. Appeal allowed.—COUNSEL, *Willoughby Williams; Reed, Q.C., and Frank Miller*. SOLICITORS, *Herbert Reeves & Co.; Lindsay & Horton*.

[Reported by P. M. FRANKIE, Barrister-at-Law.]

"When the late Lord Chief Justice," says the *Westminster Gazette*, "was contesting South Hackney, a constituent, in the course of his canvass, asked Sir Charles what the penalty was for bigamy. 'Two mothers-in-law,' retorted the famous lawyer."

A tale is told, says the *Globe*, of a prisoner who was accused of shoplifting, and was acquitted on the plea of insanity. The ground on which the judgment was based was the evidence of one witness who deposed to having seen the prisoner "shaking bears on the parapet." "What," said the judge, "would better shew the state of the poor woman's mind than that she ascended in broad daylight to the roof of the house to play with a set of ferocious beasts?" In fact, the prisoner, as every Northman will see, had been seen shaking carpets on a sidewalk.

## LAW SOCIETIES.

## GENERAL COUNCIL OF THE BAR.

Report re the proportion of the fees of junior counsel to those of their leaders in civil proceedings.

The General Council of the Bar have had under their consideration the following question contained in a letter of the Incorporated Law Society, dated the 25th of July, 1899, viz.: "Whether a junior barrister accepting a fee less than two-thirds to three-fifths of the fee marked on his leader's brief is guilty of a breach of rule or professional etiquette of the bar, and if so, when such rule or etiquette came into operation?" The question of the proportion which the fee marked on the junior's brief ought to bear to the fee marked on his leader's brief was brought before the Bar Committee in December, 1888, on a communication from the Incorporated Law Society, and at a meeting of the Bar Committee held on the 22nd of January, 1889, the following resolution was passed: "That by long settled practice the amount of the fee on the junior's brief should bear a certain proportion to that marked upon the brief of the leader, and that proportion has been understood to be from two-thirds to three-fifths." The above resolution was communicated to the Incorporated Law Society on the 25th of January, 1889. In the meantime a copy of the Incorporated Law Society's letter had been sent to the Attorney-General (Sir R. Webster) by the hon. secretary of the Bar Committee; and on the 27th of December, 1888, the Attorney-General wrote to the secretary of the Incorporated Law Society a letter, in which he states: "There has undoubtedly been for a great many years a recognized usage or practice in the profession that the fee on the junior's brief should bear a certain proportion to the fee marked on the brief of the leader, and that proportion has been understood to be from two-thirds to three-fifths. It is, however, in my opinion, right to add that I have never understood that there was a hard-and-fast rule upon the subject, or that any junior accepting a lower fee was guilty of any breach of professional etiquette, and in cases in which it has been necessary for any reason to give the leading counsel an unusually high fee, I am not aware of any case in which the junior has insisted upon the same proportion." On the 27th of March, 1889, a further communication was addressed by the Incorporated Law Society to the Bar Committee upon the subject, and on the 9th May, 1890, the Bar Committee resolved: "That by long settled practice the fees on the briefs of leader and junior respectively stand to one another in the proportion of three to two, or five to three, and we think that such a practice is reasonable and works satisfactorily. There is, however, no rigid rule on the subject. A junior is entitled to refuse a brief which is not marked in this proportion, but he is not bound to do so, and he may accept a brief marked in smaller proportion without any breach of professional etiquette, and a leader may, without any breach of professional etiquette, accept a brief the fee on which does not exceed that on the brief of his junior in this proportion." On the 13th of May, 1890, a reply was sent to the Incorporated Law Society in which the Bar Committee adhered to the opinion previously expressed by them "as to the proportion between the fees of counsel engaged in the same case." The North-Eastern Circuit has a written rule requiring the fee on the junior's brief to bear the above-mentioned proportion to his leader's fee, and a practice to the same effect is observed on other circuits. Apart, however, from circuit regulations, the Council consider that the practice of the profession may be stated as follows: That by long-established and well-settled custom a junior is entitled to a fee of from three-fifths to two-thirds of his leader's fee, and that, although there is no rigid rule of professional etiquette which prevents him from accepting a brief marked with a fee bearing a less proportion to his leader's fee, it is in accordance with the practice of the profession that he should refuse to do so in the absence of special circumstances affecting the particular case, and that he should be supported by his leader in such action. The Council consider that this practice is reasonable and works satisfactorily, and ought to be maintained. The Council have also had before them the following questions raised in a memorial signed by a number of the leading common law juniors. Some of the questions so raised were also asked by individual barristers with reference to a specific case; but the Council thought it better to deal with the questions in their general form rather than with reference to the particular case, and they have answered the questions as follows: Question 1.—Is it not the long established and reasonable practice of the bar that in all ordinary cases a junior counsel's brief fee should be two-thirds or three-fifths of his leader's brief fee?—Answer.—Yes. Question 2.—Does the fact that a particular leader makes it his practice to require any, and if so, what minimum brief fee, constitute cases in which he is briefed exceptions to this practice?—Answer.—Not in itself. Question 3.—Where "by drawing pleadings or advising or accepting a brief during the progress of an action on behalf of any party," a counsel has within retainer rule 20, become "entitled to a brief at the trial or on any interlocutory application where counsel is engaged," and where a brief is offered or delivered to any other counsel, and he finds that there has been offered or delivered to the counsel entitled as above a brief marked with a fee in a proportion to the leading brief fee less than two to three or three to five, and that it has been refused on that ground only, is such other counsel entitled to regard such facts as a satisfactory explanation why a brief has not been delivered to the counsel so entitled to a brief? This question relates to the meaning of the following retainer rule and resolution of the Bar Council.—Retainer Rule 20: "Counsel who has drawn pleadings or advised, or accepted a brief, during the progress of an action on behalf of any party shall not accept a retainer or brief from any other party without giving the party for whom he has drawn pleadings or advised, or on whose behalf he has accepted a brief, the opportunity of retaining or delivering a brief to him, but such counsel is entitled to a brief at the trial, and on any inter-

locutory application where counsel is engaged, unless express notice to the contrary shall have been given to him with the instructions to draw such pleadings or advice, or at the time of the delivery of such brief. Provided always such counsel shall not be entitled to a brief in any case where he is unable or unwilling to accept the same without receiving a special fee. Resolution of the Bar Council (May, 1897).—Annual Statement, 1897-8; W. N. (97) 183: "When a brief is offered or delivered to any counsel, and he finds that another counsel has become entitled to a brief within the meaning of rule 14 or 20, and has not been briefed, such first-named counsel ought, where practicable, to ascertain from the solicitor offering or delivering such brief whether there is any sufficient explanation why a brief has not been offered or delivered to such other counsel, and unless a satisfactory explanation is given ought to refuse or return the brief." That such practice be henceforth considered a rule of the profession.—Answer.—In the opinion of the Council the facts referred to in the question are not in themselves a satisfactory explanation within the meaning of the above rules. Question 4.—Are there any, and if so, what circumstances under which a counsel is under a professional obligation to refuse a brief, the fee on which stands to the leader's brief fee in a proportion less than that of two to three or three to five?—Answer.—The Council think that they have already sufficiently answered this question.

## INCORPORATED LAW SOCIETY OF LIVERPOOL.

The annual meeting of this society was held on Wednesday. The President (Mr. W. A. Weightman) delivered an address, in the course of which he said: At the close of another year which, if not specially remarkable in the history of the society, is at least noteworthy as being also the close of the century, we may fairly congratulate one another on the continued prosperity of our society. The number of its members—about 400—shows that it is well supported by the members of the profession in this district. In addition to this large body of members, the library offers conveniences to barristers and other non-members who subscribe to it to the number of 54. The society has for many years recognised the responsibilities of its members to do all that lies in their power to provide facilities for the proper instruction of their articulated clerks, and so to supplement the practical training which they receive in the office. A most important step towards this end was accomplished when the Chair of Law at University College was endowed, and the Board of Legal Studies was established; and at the present time we can, I think, claim that legal education in Liverpool has been placed on a fairly satisfactory footing. The report recently issued by the Board of Legal Studies shows that the number of students on its register last session was 65—a number which is satisfactory, though not so large as it might be considering the number of articulated clerks under the care of members of this society. After discussing the Companies Act, 1900, and the Prevention of Corruption Bill the President referred at some length to the report of the Special Committee of the Law Society of the United Kingdom which was appointed to inquire into the best means of protecting solicitors and the public against such malpractices as were disclosed in the early part of the year. Throughout the discussions of the committee, he said, it was apparent that a large section of the profession in London was greatly impressed by the disclosures which had been made, and believed that they threatened serious interference with business. Those who held this view were accordingly anxious to make stringent recommendations as to the mode of conducting business, in order to allay agitation and to preserve the confidence of the public which they believed to have been rudely disturbed. The committee had no difficulty in agreeing to its first recommendation, which has reference to the strengthening of the criminal law. On the next question considered by the Special Committee—namely, what action should be taken by the United Kingdom Society in cases where solicitors have apparently committed a criminal offence, there was considerably greater difficulty in coming to a decision. It will probably occur to you, as it did to many members of the Special Committee, that it is, or at least, ought to be, the duty of the Director of Public Prosecutions to take criminal proceedings in all such cases. Yet it was generally felt that for the protection of the profession as well as the public the punishment of guilty solicitors ought to be ensured. Accordingly, the committee recommended that the Provincial Law Societies and all members of the profession should be requested to bring to the notice of the Council of the United Kingdom Society all cases in which it is responsibly alleged that a solicitor has misappropriated moneys or securities entrusted to him as a solicitor or a trustee; and that the Council, if satisfied that the case is a proper one, should take action, either by communicating with the Public Prosecutor, or by assisting the aggrieved party at the expense of the society, or by the society itself prosecuting at its own expense. It may be urged that under no circumstances is it the duty of a society composed of solicitors to prosecute members of its own body under the ordinary criminal law of the country; and it is not difficult to imagine cases in which it would be very undesirable that such an invidious task should be cast upon it. But in practice I believe the recommendation will have a good effect. It will strengthen the action of the Public Prosecutor, and it will convince men who are under temptation to commit a criminal offence that prosecution may be counted upon as certain, and so act as a more certain deterrent than any which now exists. Another recommendation of the committee had reference to the action which should be taken by the United Kingdom Society when a solicitor who is bankrupt applies for a fresh certificate. It is now the practice of the society to refuse a certificate to such a person, leaving him to his right of appeal to the Master of the Rolls or the court. The committee expressed approval of this practice, and recommended that it should be extended to cases of registered deeds of arrangement or assignment for the benefit of creditors. On this question also I believe the view of the profession in Liverpool is not unanimously in favour of the report;



but it will, I hope, be found to have a salutary effect, and to work without undue harshness. The report of the Special Committee contained various recommendations on the subject of accounts, and pointed out the importance of keeping clients' money separate from the money of the solicitor himself. These recommendations are summarized in the report of your committee. No means of enforcing the recommendations is suggested; but it must be remembered that the effect of a representative committee of solicitors having made such recommendations will not be without its effect, should a court, either civil or criminal, be called upon to investigate a case in which the precautions recommended have been neglected. It is I believe beyond question that a solicitor should not mix his own money with those of his clients, except where this is unavoidable, and then he should be careful to separate them as soon as it is practicable to do so; and if the recommendations of the Special Committee make more universal the practice of keeping the money of clients in a separate account at the solicitor's bank; or in some other way of distinguishing it from his own money, so that it shall not be possible for him to use the money of a client without knowing that he is guilty of misappropriation, then they will do good and help to prevent ruin to solicitors and loss to clients. Gentlemen, I have dealt with this matter at some length, because we cannot too often be reminded of the precautions we are bound to take in the interests of our clients, ourselves, and the profession at large; and on account of the importance of preventing the fair fame of our profession being blemished by scandals such as recent disclosures must convince us are actually taking place. The work of the Special Committee will, I trust, prove to be of use to the profession, not only as regards the recommendations which they made, but also as regards the manner in which they dealt with a number of proposals which were brought forward with the object of creating some system of insurance or guarantee, by which clients, robbed through the fraud of their solicitor, should be indemnified against loss. It was a factor in all these schemes that the insurance or guarantee fund should be provided at the cost either of all practising solicitors or of all who should be willing to join. In either case the honest practitioners were to find the money for indemnifying the victims of their dishonest brethren. All the schemes proposed seemed to me to be unfair to the former class, and to be positively harmful because they would induce the client to repose unlimited confidence in a man unworthy of it, for even if loss to the client should result, he would know that he could obtain indemnity from the profession at large. The tendency, therefore, would be towards a relaxation of those precautions on the part of the client to which no honest solicitor ought to object, and which are the surest protection against the solicitor whose want of principle or weakness lays him open to temptation. It is, I think, not out of place to refer to this subject, for the proposals for insurance were made in all seriousness, and were pressed upon the committee; and it is quite possible that more will be heard of them in the near future. The President concluded by moving the adoption of the report and balance-sheet.

Mr. A. S. MATHER (vice-president) seconded, and the report and balance-sheet were adopted.

Mr. J. E. GRAY HILL, in proposing a vote of thanks to the president, thought the recent scandals as to certain members of the profession were a serious warning to one and all to keep the honour of the profession bright. It should be a warning especially to the younger members to avoid anything in the nature of speculation, whether it be in stocks, building, or anything which might lead them into such temptation and ultimately bring about their downfall. He was of opinion that it would be impracticable for the Incorporated Law Society to undertake the prosecution of defaulting solicitors. That was the duty of the Public Prosecutor, and the duty of the Law Society was to assist the Public Prosecutor with any information with any information they possessed.

Mr. J. CAMERON seconded, and the resolution was passed.

Mr. A. F. WARR, M.P., proposed a vote of thanks to the officers and committee. He expressed his keen interest in the society, and his earnest desire to assist in Parliament in the promotion of any measure calculated to promote the welfare of the profession as a whole. It was his earnest hope that they would not shirk their duty in regard to the amending of the law which would be required in order to make a criminal offence exist on the part of solicitors where there was no direction in writing.

Mr. J. GRADWELL seconded, and the resolution was cordially passed.

Eleven gentlemen were nominated for the nine vacancies on the committee, and a ballot resulted in the election of the following: KERRS, A. J. Cleaver, F. Gregory, J. P. McKenna, W. A. Weightman, F. Dun, G. Hime, F. M. Hull, R. G. Teebay, and W. C. Thorne. Nine new members of the society were elected.

#### THE INCORPORATED LAW SOCIETY OF IRELAND.

The half-yearly general meeting of this society was held on Monday. Mr. Richard S. Reeves, president of the society, presiding.

The President, in moving the adoption of the report of the Council of the society, referred, among other things, to private Bill legislation. They were always in accord with that. There was no doubt that inquiries in respect of local improvements should be conducted in Ireland. Enormous expense was involved in sending over witnesses to London, where large fees had to be paid to counsel. Witnesses could be examined much easier here than in London. To have this remedied they were to wait till after the Local Government Bill was passed, and now that that Bill had become law it was hoped that the Government would take up this matter and give them power to examine witnesses here instead of sending them to London. The next matter he desired to mention was the extreme kindness Sir William Findlater had always evinced towards the society. Sir William had given £1,000 to found a scholarship, and that sum he had now handsomely increased to £2,000.

Mr. V. B. DILLON seconded the motion for the adoption of the report.

Mr. BROGHAGAN said he thought the report was one of which they could be proud.

Mr. HARKEN thought the Council should make some effort to bring about an arrangement, so as to prevent the scandal of having a thousand men, who were professional men, having no power whatsoever in the society, owing to it being necessary to pay a guinea to qualify for membership.

Mr. WM. FRY, jun., said that, as to the suggestion that the society should be thrown open to every member of the profession, the society must be maintained and officered. There were necessary expenses, and one guinea was not an extravagant fee where the work was so well done.

The report was adopted.

Mr. STANURELL moved: "That in the opinion of the Incorporated Law Society of Ireland there is urgent necessity for the reform of Private Bill Procedure, and that inquiries of a local nature should be conducted in Ireland."

Mr. DIX seconded the motion.

The resolution was passed unanimously.

A hearty vote of thanks was passed to Mr. Reeves for his conduct in the chair, and also for his great services to the society during his term of office.

#### UNITED LAW SOCIETY.

Nov. 19.—Mr. R. C. Nesbitt in the chair.—Mr. J. W. Weigall moved: "That the Court of Appeal's decision in the case of *Cowley v. Cowley* was wrong." Mr. S. Davey opposed. There also spoke Messrs. T. M. Guedalla, C. H. Hicks, N. Tebbutt, P. B. Walsley, W. S. Sherrington, C. A. Hopkinson, and W. E. Dobson. The motion was lost.

Nov. 26.—Mr. R. C. Nesbitt in the chair.—Mr. F. M. Guedalla moved: "That the present state of the Licensing Laws calls for immediate reform in the direction of Parliamentary and Municipal control." Mr. J. B. Matthews opposed. There also spoke: Messrs. J. B. Woodcock, A. A. Taylor, S. Davey, A. W. Marks, F. J. Williams, R. D. Workman, C. A. Hopkinson, C. H. Kirby, E. Jacobson. Mr. Guedalla replied. The motion was carried.

#### LAW STUDENTS' JOURNAL.

##### INCORPORATED LAW SOCIETY.

##### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th of November, 1900:

Adkins, Henry Francis	Eliot, Cecil Ffolliott
Aitken, James Henry Sutherland	Ellis, Harry Trevor
Alderson, Reginald Liddon	Emerson, Septimus John Henry,
Anderson, Walter Annand	B.A. (Camb.)
Ashworth, Thomas	Emmet, Edward Fletcher
Avison, Edward Johnson	Ennion, Edgar Rowland
Bailey, Edward Millar	Evans, Frank Taynton, B.A. (Oxon.)
Baker, George Alfred, B.A. (Lond.)	Excell, George
Baker, Percy Thomas, M.A. (Oxon.)	Fellows, Lionel Edward, B.A.
Balshaw, William Mellor	(Oxon.)
Barnett, John Marshall	Findlay, Alexander Wynaud, B.A.
Barron, George	(Lond.)
Barrs, Harwood	Florendine, George Davis
Bartlett, John Reginald Quekett	Food-Kelcey, William Beverly
Barton, Basil Kelsey	Foot, Isaac
Beal, Edmund John Richard	Ford, Paul Bernard
Beavan, Charles Henry	Fraser, Dudley Robert
Benedictus, Joel Henry	Fraser, Roderick Percy
Bentley, Alfred Hardy	Gardiner, John Henry
Biss, Ivan Edward	Gates, Ernest Digby
Black, George Barnard	Gilechrist, Alexander Fitzmaurice
Blackmore, Louis Augustine	Giles, Arthur Crawley
Brewis, Percy Jasper	Glandfield, Frank Gianvil
Brocklehurst, Edward Howard, B.A.	Goddard, Reginald Marcus
(Camb.)	Godfrey, Jesse William
Buller, Herbert Edward	Goodchild, Frank Ernest
Burrows, Roland	Goodman, Alfred Norman Felix
Camm, William Charles	Gray, Francis James
Capner, Cecil Douglas	Gray, Leonard, B.A. (Oxon.)
Carter, Maurice Frederic	Green, Walter
Carver, Gilbert Squarey	Grey, Samuel John
Castle, William Henry	Groebel, Christian
Cawdron, Henry Robert	Halliley, Charles Elton
Clark, Lionel Melville	Harding, Laurance
Clarke, Henry Colin	Harper, Richard Stephenson
Clementson, George Douglas	Harris, George Grinling
Coales, Stephen James	Harvey, Charles Lewis
Collard, Douglas Argles	Hawkins, John Scott Caesar, B.A.
Collings, Ferdinand Marcus	(Oxon.)
Cooper, Richard Godfrey	Heddon, Christopher Henry
Cox, Christopher Bowman	Hodgson, Joseph
Cran, Cosmo James Rose	Holford, George Burn
Crow, Richard George Paver	Hooper, Wilfrid
Dauncey, Leigh Richmond	Hooken, John Fayer
Dockray, Kenneth Titus Smalley,	Howard, Sydney Edgar, B.A.
B.A. (Camb.)	(Camb.)
Duggan, Thomas Foster	Hunt, Charles Anthony, B.A.
Eaves, Bertram Henry	(Camb.)

Hutchinson, George William Grice  
Hutchinson, Miles William  
Indermaur, Lancelot, B.A. (Camb.)  
Ingledew, Norman Murray  
Jemmett, George Edwick  
Jones, Harold P'Anson  
Jones, William James Wallis  
Keeling, Gilbert Russell Wilson  
Kilner, Josiah Cornelius Hugo  
Kimpton, William Harold  
Kirk, Archibald Ridgway  
Smith, Wilfred Harold Humphries  
Langley  
Lawford, Charles Aikin  
Lawson, Joseph Percy  
Leggatt, Arthur  
Lemon, Harold  
Lewin, Frederick Ellerker, B.A. (Oxon.)  
Lewthwaite, Arthur Thewlis  
Lockey, Robert  
Lodder, George Frederick  
Lovelace, Arthur James.  
McCreath, Henry Gourlay Crichton  
Macfadzean, Norman Howard Stanley  
Malet, Edward St. Lo., B.A. (Camb.)  
Maline, Wyndham Howard, B.A. (Camb.)  
Mallinson, James Elliott, M.A. (Camb.)  
Marshall, Reginald Henry  
Massey, William  
Menneer, Reginald Chanter  
Michelson, Alfred  
Middleton, Richard Noel  
Moggridge, Herbert  
Moring, William Pemberton  
Moulton, John Isaac  
Munroe, Kenneth  
Newington, Herbert Archer Hayes, B.A. (Camb.)  
Newton, Wilfrid Maister  
Nickinson, Jesse Allan  
Norris, Edward Wallace  
Ogley, Thomas  
Openshaw, John Le Clerc  
Ormond, Oliver Fray  
Palmer, Herbert Richard  
Palmer, Joseph Walter  
Parker, Joseph Wilkins  
Parkin, Inglewood Urban, B.A. (Oxon.)  
Parry, John Samuel  
Parsons, Henry Alexander  
Parsons, Kenneth Templeton Jerrard, B.A. (Oxon.)  
Paul, Stanley Evan, B.A. (Oxon.)  
Peacock, Herbert Henry  
Pearce, Mayburne McGregor  
Pine, Percival William  
Potter, James Francis  
Pownall, Walter Herbert  
Priestley, Wilfred  
Prior, John Cromwell Cosens

Ramsbottom, John Hargreaves  
Rawlins, Howard St. George  
Read, Charles Henry  
Reed, Samuel David  
Rees, Aneurin Arthur  
Roberts, James  
Roberts, William Smith  
Robertson, Herbert Ernest  
Roller, Hugh Frank Alexander  
Rothery, Joseph Newton  
Rowland, Cyril Malcolm Spenser, B.A. (Oxon.)  
Rowlatt, Henry Napier  
Sant, Edward, B.A. (Oxon.)  
Saxelbye, Harry Leicester  
Seabroke, Claude  
Sergeant, Edward Guthlac  
Sergeant, Henry Finney  
Sheers, Thomas Angrave Homer  
Sidgwick, Reginald Mears  
Sitzler, George Christian, B.A. (Oxon.)  
Slater, Henry James  
Slater, John Cyrus  
Smith, William Francis  
Spanton, Arthur Pechey  
Sparkes, Reginald Brabant  
Speechley, Henry James  
Stacey, James Oliver  
Steele, Ernest Anderton  
Stiling, William Henry Chedzey  
Stoddard, Walter Henry  
Storey, James Rowland  
Sturgeess, James Henry  
Swallow, Francis Henry  
Swift, William Gilbert  
Tee, Clarence Wilfred  
Thomas, George  
Thomas, William Bruce  
Thompson, Barry Cort, B.A. (Camb.)  
Thorne, William Huxtable  
Trudgett, Richard Harold  
Twigg, Ernest Jackson  
Tyler, Frederick John  
Underwood, Arthur  
Vinnall, Philip Henry  
Walley, Archibald Frederick  
Walker, Thomas Henry, B.A. (Oxon.)  
Ward, Arthur Harold  
Ward, Sidney  
Webb, Edward Sidney Francis  
Welford, Frederick  
Whitfield, Harold Arthur  
Whitfield, Henry  
Whitley, George, B.A. (Camb.)  
Williams, George Clark, B.A. (Lond.)  
Williams, John Richard  
Williams, Mervyn Granville  
Willis, Arthur  
Wilmot, Douglas Alfred Theodore  
Wolter, Percy Edwin  
Wood, Howard Kingsley  
Woolley, George John

Farmer, Frank Morley, LL.B.  
(Lond.)  
Fortescue, Edward Claude  
Freud, Edward Charles, B.A. (Camb.)  
Gambrell, John William  
Goadby, Frederick Maurice, B.A. (Lond.)  
Goldie, Robert Henry  
Goodall, George Percy  
Graham, Hartley, B.A. (Oxon.)  
Graham, Tom Dawson  
Guedalla, Florence Montefiore  
Haines, George Emeris  
Hall, Wilfred George Carlton, B.A. (Oxon.)  
Hallam, John William  
Hancock, Robert, B.A. (Oxon.)  
Hand, Joseph  
Harrison, William Robinson  
Hart, Norman Percival, B.A. (Camb.)  
Harvey, George  
Hatch, Harry Augustus  
Hawkins, Lewis Maurice, B.A. (Oxon.)  
Henderson, Peter Berrie, B.A. (Oxon.)  
Hertelet, Warren Eccles  
Hewlett, Lionel Mowbray  
Hickson, Oswald Squire  
Hives, John Wilmer  
Holden, Edmund Geoffrey  
Hopkin, Arthur  
Horden, John  
Horton, Charles Ernest  
Hughes, George Lewis Hollingsworth  
Hunton, Cecil James Woodforde  
Hutchins, Frederick  
P'Anson, Leonard Percy  
Jacobson, Ernest Nathaniel Joseph  
Johnstone, William Yuile  
Jones, William Owen  
Lamb, Charles Edward  
Laughton, Reginald James  
Lock, Aubrey Duncan  
Lord, Reginald Stevens  
Lulham, Thomas Richard, B.A., LL.B. (Camb.)  
Maconchy, Gerald Edward Campbell, B.A. (Oxon.)  
McConnan, Arthur Ellis  
Maitland, MacLaren Gray  
Major, Seymour Edward  
Marsh, Avelud Dudley Beauclerc  
Meek, Litchfield Thomas Cambage  
Miller, John Richard Coe  
Moffrey, Ernest Charles  
Morris, William George Wingate  
Newington, Norman George  
Newsham, David  
Nicholson, Joseph Arthur  
Orwin, Thomas Parker  
Osborne, Henry Mackreth  
Payne, Frederick Charles  
Pearch, Harry Arrow  
Pegg, Percy William  
Piercy, Edwin  
Piercy, George  
Rawson, John Busfield  
Redfern, Thomas Howard  
Reed, John James  
Rees, David Walters  
Richmond, Laurence Dickson  
Rigden, William Percy  
Roberts, Ernest Edward  
Rooth, John Holmes  
Russell, Frederick George  
Rye, Frank Gibbs  
Sanders, John Furse  
Saunders, Thomas  
Scott, Austin Andrew  
Selby, Atherton Millin  
Sewell, Cyril Otto Hudson  
Sharpe, Sydney George  
Sharrott, Oswald Henry  
Smith, James Muir  
Smith, Thomas Alfred Howes, B.A. (Camb.)  
Somerville, Robert Baxter  
Spicer, John Wynne  
Starkie, Thomas Smith  
Streeter, Savile Grainger  
Taylor, William Arthur  
Thomas, Elliott Crewdson, B.A., LL.B. (Camb.)  
Thomas, Henry Trevillian  
Thomas, Thomas Price  
Townend, Thomas Morgan  
Trevor, Charles Tudor  
Turner, Cecil Philip  
Vernede, Charles Oscar  
Vinnall, Lewis Glazebrook  
Walker, Thomas Frederick  
Wallis, William Alfred  
Warren, Charles Robert, B.A., B.C.L. (Oxon.)  
Weldon, Thomas William  
Whitaker, Charles James  
Wiggins, Bernard Henry  
Wigley, Joshua  
Winnett, Howard  
Wolf, Percy  
Woodall, Harry

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 13.—Chairman, Mr. W. V. Ball. The subject for debate was: "That the case of *Marshall v. Salt* (1900, 2 Ch. 202) was wrongly decided. Mr. W. Arnold Jolly opened in the affirmative; Mr. H. L. C. Barrett seconded in the affirmative. Mr. Powers opened in the negative; Mr. H. H. Hardman seconded in the negative. The following members also spoke—in the affirmative: Mr. A. Harnett, Dr. Herbert Smith; in the negative: Mr. A. Dickson, Mr. Tyldesley Jones. Mr. Jolly having replied, the chairman summed up, and the motion was lost by 14 votes. There were 46 members present.

Nov. 20.—Chairman, Mr. R. P. Croom Johnson.—The subject for debate was: "That this House would welcome legislation tending to the suppression of cheap ephemeral literature." Mr. W. V. Ball opened in the affirmative; Mr. J. B. M. Hamilton opened in the negative. The following members also spoke: Messrs. Cohn, Castello, Gurney, Harnett, Phadwell, Buckle, Ames, Anthony, Barrett, Mitchell, Balliol Scott. The motion was lost by six votes.

Nov. 27.—Chairman, Mr. W. Arnold Jolly.—The subject for debate was: "That the case of *In re Harrison, Ex parte Whinney* (C. A. 1900, W. N. 174, and see L. T. R. 623), was wrongly decided." Mr. H. Hamilton Fox opened in the affirmative; Mr. Neville Tebbutt seconded in the affirmative. Mr. Alfred Dods opened in the negative; Mr. R. H. Hofter seconded in the negative. The following members also spoke—Messrs. A. B. Russell, W. V. Ball, Mitchell, Ames, R. P. C. Johnson, Wilkinson, Pledwell, Wallington. The opener having replied, the chairman summed up, and the motion was lost by 5 votes. There were 33 members present.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 6.—Mr. Robert Noble, barrister-at-law, delivered the first of a series of three lectures on "The Law of Label." There was a large attendance of members, and at the close of the meeting a vote of thanks was passed to Mr. Noble for his lecture.

Nov. 13.—Mr. H. Allday Griffith, barrister-at-law, presiding. After the transaction of formal business a debate took place on the following

## FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 5th and 6th November, 1900:

Adams, Stanley Alfred  
Anderson, Wilfred John, B.A. (Oxon.)  
Armitage, Francis Cecil  
Barker, Harold Kenneth  
Barker, Leonard Edward Crossman  
Barrington, Walter Bernard Louis  
Baylis, George, M.A. (Camb.)  
Birch, Arthur Lyle, B.A. (Oxon.)  
Bishop, Tom Bennett  
Bonser, Thomas Islip  
Bright, Geoffrey Lindop  
Brookes, Thomas Cannon, B.A. (Camb.)  
Brookes, George Bertie  
Browne, Cecil Murray  
Bryan, Guy Wyndham  
Bullock, James Havel, B.A. (Oxon.)  
Calcott, Mowbray Berkeley  
Clarke, Eric  
Clarkson, Arthur George  
Close, Edwyn Thomas, LL.B. (Lond.)  
Cobb, Kenneth Rhodes, B.A. (Oxon.)  
Cochrane, Alfred Cholmley, B.A. (Camb.)  
Cockshutt, Joseph  
Cole, Clement  
Cooper, John Campbell  
Cooper, Thomas  
Cooper-King, Wallace Graham  
Hozier  
Cozens, Edgar  
Crompton, Percival Mason  
Cross, William Arthur  
Cutler, Gerald Waring  
Dampney, George William  
Davies, Daniel John  
Davies, Evan Edward  
Denyer, Cyril Aston  
Donahoo, Malcolmson Gardiner, B.A. (Camb.)  
Duke, Douglas St. John  
Edwards, Herbert William  
Edison, Sidney Frederick  
Evans, Cecil Wilfrid



moot point: "A. mortgages a free leasehold public-house to B., to secure principal and interest advanced, and also all moneys due on a tying covenant in the mortgage entered into by A. with B., for the whole residue of the term. The proviso for redemption expressly extends to all principal and interest moneys and all moneys due under the tying covenant, whether principal and interest has been repaid or not. A. pays all principal and interest due, and requests B. to re-convey free from the tying covenant. Has B. a right to refuse?" (*Bice v. Noakes & Co.*, 1900, Ch. 445, 69 L. Ch. 635, 82 L. T. 784, 48 W. R. 629). The speakers in the affirmative were Messrs. C. Rogers, E. Walker, W. H. Coley, J. W. Hallam, and F. H. Argyle; and in the negative Messrs. E. A. B. Cox, W. H. Lakin-Smith, O. A. A. Elton, and W. C. Camm. After the openers had replied, the chairman summed up and the question was decided in the negative by nine votes to six.

A meeting was held in the Law Library on Tuesday evening, the 20th inst., when Mr. Robert Noble, barrister-at-law, delivered the second of a series of lectures on "The Law of Libel." The lecture was listened to by a large and appreciative audience.

Nov. 27.—Mr. E. W. Cave, barrister-at-law, presided.—A vote of sympathy with the family of the late Judge Young was passed. A debate then took place on the following moot point: "That the decision of the Court of Appeal in the case of *Cowley v. Cowley* was wrong." The speakers in the affirmative were Messrs. J. W. Hallam, R. R. Poppleton, C. H. Palmer, and T. F. Duggan; and in the negative Messrs. W. C. Camm and J. L. M. Benest. After the openers had replied, the chairman summed up, and the question was decided in the affirmative by 10 votes to 3.

## LEGAL NEWS.

### OBITUARY.

His Honour Judge YOUNG died on the 22nd inst. at the age of sixty-four. He was called to the bar in 1858, and in 1881 was appointed Recorder of Gloucester, and in 1898 became County Court Judge of the Wolverhampton Circuit. A correspondent of the *Times*, in an interesting notice of Mr. Young, says: "His industry and ability, both as a lawyer and an advocate, soon brought him into active and lucrative practice. In 1877 he removed from Wolverhampton to Birmingham, and during the following twenty years he built up an extensive practice in the Midlands, where he was far more sought after than any other barrister of his time. He was almost invariably briefed on one side or the other in the principal civil and criminal cases at the assizes at Stafford, Worcester, Shrewsbury, and other circuit towns, and when Birmingham was made an assize town he naturally secured a large share of the work there. He acquired the reputation of an expert in the law of licensing and rating, and his services became in great request in appeals at quarter sessions. He also figured in numerous election petitions in the Midlands, and was one of the counsel most prominent in the inquiry into the Aston Riots. In fact Mr. Young was probably one of the most successful barristers who ever practised locally."

### APPOINTMENTS.

Mr. LITTLE, C.B., Q.C., has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to Mr. Kemp, Q.C.

Mr. T. ROLLS WARRINGTON, Q.C., has been appointed by the Honourable Society of Lincoln's-inn one of their representatives on the Incorporated Council of Law Reporting for England and Wales, in the room of Mr. M. Crackanthorpe, Q.C., who recently resigned his membership of that body.

Sir HARRY POLAND, Q.C., has been elected Treasurer of the Inner Temple for the ensuing year, in succession to Mr. Patchett, Q.C.

Mr. ARCHIBALD RIVINGTON, solicitor, of 53, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths.

Mr. W. WILTON REED, solicitor, of Dorchester, has been appointed Clerk to the Dorchester Board of Guardians, the Rural District Council, and Superintendent Registrar of the Dorchester District, in the place of Mr. Arthur H. Lock, deceased.

### GENERAL.

Mr. Justice Farwell and Mr. Justice Buckley will be the vacation judges during the Christmas holidays.

At the Derby Assizes, out of a total of eighteen cases in the calendar, nine were for offences against women and children, and the grand jury upon the completion of their duties made the following presentment to the court: "This grand jury is convinced that it would be conducive to morality if judges of assize had power to order the flogging of prisoners, especially those convicted of criminal assaults on children." Mr. Justice Channell said he would forward the presentment to the Home Secretary, who no doubt would be the proper person to introduce a Bill into Parliament embodying the suggestion contained therein, but in view of the feeling of the Legislature upon the subject he could offer no hope of the suggestion being carried into effect. His lordship thought it desirable that the age at which flogging could be inflicted should be slightly extended, and if a Bill were confined to that object there was a possibility that it might pass.

At the Bristol Assizes on Wednesday, Mr. Justice Ridley, in the course of his charge to the grand jury, dealt with the question of flogging, especially in reference to section 4 of the Criminal Law Amendment Act,

and said that the question of flogging had been the subject of many presentments by grand juries, and the Legislature had determined that flogging should not be inflicted in such cases. Of course he did not wish to quarrel with that decision, but it was a matter that could be argued on both sides whether a punishment that is brutal should not be applied to those found guilty of conduct which was little better than that displayed by brutes. His lordship then specially referred to a case in the calendar where the prisoner was only eighteen years of age. If the prisoner were under sixteen years of age he could be whipped; but his experience was that under sixteen years of age there were but few cases, and that above that age there were a number of cases. It appeared, therefore, to him that the law could properly be amended by raising the age to seventeen years, for it was most desirable to avoid sending such youths to prison; and they could not be dealt with under the First Offenders Act. At the close of the consideration of the bills laid before them, the grand jury made a presentment agreeing with the learned judge's suggestion as to the raising of the limit for corporal punishment. His lordship said that he would see that their presentment was forwarded to the proper quarter.

At the Bow-street police-court on Wednesday the final hearing took place of the charges against Mr. Benjamin Greene Lake. Mr. Avory proceeded with a further charge against the accused, under sections 75 and 76 of the Larceny Act, of misappropriating about £9,000 out of a total of £15,000 with which he was entrusted for the safe custody on behalf of Mr. Frederick Cavendish. Mr. Frederick Cavendish became entitled, under the will of his grandmother, to a sum of £15,000. The defendant's firm received this amount in different sums by the 3rd of November, 1898. An account was then opened by the defendant at Child's Bank in the name of Frederick Cavendish, the defendant himself being the only person who could draw upon it. The account was opened with £3,208, Mr. Cavendish being at that time with his regiment in India. During the year 1898 correspondence took place between the defendant and Mr. Cavendish, and on the 29th of September of that year the defendant wrote suggesting that £1,000 should be paid to his account, adding that he thought, if invested, the balance would produce at least 4 per cent., perhaps more. On the 19th of October following Mr. Cavendish wrote expressing his gratitude to the defendant, and requesting him to invest his money at as high a rate of interest as possible. "I leave all to you," the letter concluded. Mr. Avory said he considered that that amounted to a written direction, coupled with the defendant's own letter of the 29th September, to invest the whole of that money safely. A total sum of £9,948 was paid to the credit of Mr. Cavendish's account; the balance of the £15,000 was accounted for partly by some debts of Mr. Cavendish's that were paid by the defendant, and partly by some investments of which he proposed to give the defendant the benefit, supposing them to be investments on Mr. Cavendish's account. The same investments appeared in this case, as in many others, to have done double duty for different persons. Some of them were, therefore, matters of dispute. Practically the whole of that sum of £9,948 had been appropriated by the defendant, and counsel proceeded to refer to the cheques drawn on the account and to the entries in the books of Lake & Lake relating to the matter. Evidence having been given by Mr. Frederick Cavendish, Mr. Charles Edward Smith, managing clerk to Bompas, Bischoff, & Co., the present solicitors to Mr. Cavendish, and Mr. George Walter Chapman, the official receiver in charge of the defendant's affairs, the case for the prosecution was concluded, and when asked by the magistrate if he had anything to say, the accused replied that he would reserve his defence, knowing that the case must go for trial. He should there have an opportunity of going into the witness-box and giving his own version of these transactions, and of justifying the statements he made at his public examinations. He was committed for trial, the bail being increased to two sureties in £4,000 or four in £2,000.

At the Mansion House police-court, on the 22nd inst., John Greenfield, a solicitor, was charged before the Lord Mayor with having in July, 1898, he being an attorney and entrusted with money and securities of the value of £960 belonging to Miss Eliza Ellington for safe custody, or with directions in writing to apply the same for a specified purpose, converted them to his own use and benefit with intent to defraud. Mr. Muir, in opening the case, says the *Times*, said the prosecution was instituted under the 75th and 76th sections of the Larceny Act. The defendant was admitted a solicitor in 1875, and had practised at 37, Queen Victoria-street. As early as 1893 a judgment was obtained against him by a clergyman named Bradstock for £2,000. The defendant was wholly unable to satisfy that judgment, but he entered into an arrangement to pay it off by instalments, and about £450 was still unpaid. In September, 1896, he was entrusted by Mr. Henry Lyons with nine bills for £100 each, payable at intervals of three months. It was his duty to collect them and remit the proceeds to Mr. Lyons. He collected them all, but paid over £500, and then only after great pressure and considerable delay. By the beginning of 1899 a considerable sum was due from him to clients for money collected and not paid. Between March and October, 1897, he collected £2,568 belonging to a trust of a Mrs. Cyppen, and he appropriated the whole of it to his own use; at all events it was never handed over to the trustees of the estate. In 1898 the defendant was consulted by a lady named Ellington with regard to a settlement of £1,000. Miss Ellington entrusted the defendant with that view with £960 8s. 3d. in money and securities, and the defendant acknowledged her instructions and the receipt of the property. The whole of it was converted and placed in the defendant's banking account, and drawn upon by him from time to time, with the result that not a farthing was eventually available for the purposes of the trust. Miss Ellington, thinking that pending the conclusion of the legal formalities the money was on deposit with a banker earning interest, asked the defendant to send her the deposit receipt. He replied that if the money had been placed on deposit it would not have earned as much as he had made for her, and he enclosed £14 5s. by way of interest. The cheque

was headed, "In re Ellis's advances," but if she noticed it at all the heading conveyed nothing to Miss Ellington. At least it came out that the defendant had not got the money. He alleged that he had advanced it at 3 per cent. to a Mr. Ellis, and had taken as security part of a patent for improvements in bottles. It was probably the fact that the defendant for his own purposes had advanced Mr. Ellis small sums—a pound or two at a time—but it would be found to be wholly false that any large advance had been made. Miss Ellington had never consented to and never even knew of that disposition of her money. When Miss Ellington found that she had been thus defrauded she brought an action against the defendant to recover the money with interest and costs, and judgment was entered by consent against the defendant for £1,098 on the 7th of March last. In respect of this she had received £75, and all that remained of her money was an absolutely worthless charge upon an unsaleable patent. The defendant had recently been made a bankrupt, and as a result of that investigation the present proceedings were taken. An official of the Bankruptcy Court proved that the defendant was adjudicated a bankrupt in June last. His liabilities were set down at £8,336, of which £3,510 was in respect of unsecured and £4,826 of secured creditors. The defendant estimated that his estate would realize a surplus of £18,648. Miss Ellington was put down as a fully-secured creditor, the security being a patent of a non-refillable bottle. The defendant estimated his book debts as likely to produce £4,883. After some further evidence had been given the hearing was adjourned until the 30th inst., the defendant being admitted to bail in two sureties in £500 each.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.	Mr. Justice GRESHAM.
Monday, Dec. ....	3	Mr. Godfrey	Mr. Pugh	Mr. Church
Tuesday .....	4	Leach	Beal	Gresham
Wednesday .....	5	Godfrey	Pugh	Church
Thursday .....	6	Leach	Beal	Gresham
Friday .....	7	Godfrey	Pugh	Church
Saturday .....	8	Leach	Beal	Gresham

  

Date.	Mr. Justice COCKFIELD.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, Dec. ....	3	Mr. King	Mr. Lavis	Mr. Pemberton
Tuesday .....	4	Farmer	Carrington	Lavis
Wednesday .....	5	King	Lavis	Pemberton
Thursday .....	6	Farmer	Carrington	Beal
Friday .....	7	King	Lavis	Pemberton
Saturday .....	8	Farmer	Carrington	Beal

## THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

- Dec. 4.—Messrs. DESEBHAM, TYNOR, PARKER, & BRIDGEWATER, at the Mart, at 2:—  
101, Chancery, City: Important Freehold Property, about midway between the General Post Office and the Bank of England; let at the inadequate rent of £746 per annum for the remainder of a term of 21 years, which will expire at Michaelmas, 1902. Solicitors, Messrs. Burns & Wykes, London. (See advertisement, Nov. 24, p. 4.)
- Dec. 4.—Messrs. EDWIN FOX & ROSEFIELD, at the Mart, at 2:—Soho: Freehold Ground-  
rent of £265 per annum, well secured, and arising from the newly-erected Business  
Premises, known as No. 10, Nassau-street. Solicitors, Messrs. Gnanjuti & Metcalfe,  
London. (See advertisement, Nov. 24, p. 4.)
- Dec. 4.—Messrs. FARRINGTON, ELLIS, ROBERTS, BRACE, GALSWORTHY, & Co., at the  
Mart, at 2:—City of London: Freehold Ground-rent of £128 per annum, secured upon  
a Black of Offices known as Angel-court-chambers, Throgmorton-street, close to the  
Bank of England; with reversion in 48 years to the rack-rentals, amounting to about  
£1,400 per annum. Solicitors, Messrs. Buxton & Burton, London. (See advertise-  
ment, Nov. 24, p. 4.)
- Dec. 4.—Messrs. H. K. FOSTER & CRAWFORD, at the Mart, at 2:—  
REVERSIONS:  
To One-sixth of a Trust Fund, value £15,000; lady aged 69; with policy.  
Solicitors, Messrs. Young & Sons, London.  
To One-sixth of a Trust Fund, value £1,965. Solicitor, J. B. Umpleby, Esq.,  
London.  
To One-fourteenth of a Trust Fund, value £181,470; lady aged 57. Solicitors,  
Messrs. Lumley & Lumley, London.  
To One-fourteenth of a Trust Fund, value £14,900; gentleman aged 55. Also to  
a similar share on the decease of a gentleman aged 52, and lady aged 57.  
Solicitors, Messrs. Bloomer, Currie, & Damian, London.  
To One-fourth of a Trust Fund, value £24,477; lady aged 68. Solicitor, George  
Cutcliffe, Esq., London.  
To One-fifth and One-twenty-fifth of a Trust Fund, value £1,048. Solicitors,  
Messrs. Hewins & Co., Middlesbrough.  
To One-third of £14,000; lady aged 48. Solicitors, Messrs. Burch, Whitehead, &  
Davidson, London.  
To One-third of a Trust Fund, value £19,264; lady aged 54, provided gentleman  
aged 36 survive her. Solicitor, B. Barnett, Esq., London.  
To £4,000; ladies aged 61 and 56; with policy. Solicitor, H. Mear, Esq., London.  
To One-fourth of a Trust Estate value £17,000; lady aged 56; with policy; also  
to One-fourth of £5,550, in same event. Solicitor, Claude S. Lermite, Esq.,  
London.

## POLICIES.

- For £4,000. Solicitors, Messrs. Rogers & Whately, London.  
For £3,000, £2,000. Solicitor, E. Elvy Robb, Esq., 1, Cambridge Wells.  
For £1,500, £1,000, £500. Solicitors, Messrs. Bonpas, Bischoff, & Co.,  
London.  
SHARES in Fuller's Earth Union. Solicitor, H. F. Poynton, Esq., London.  
(See advertisements, this week, back page.)

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[Adv.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 23.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- JESSE FISHER & SON, LIMITED—Creditors are required, on or before Dec 22, to send particulars of their debts or claims, to Lawrence Lancelot Samuels, 7, Norfolk st, Manchester.
- NORFOLK & CO. LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Arthur Chetwynd and Tom Oliver, 19, Corporation st, Birmingham. Smith, 9, Arundel st, Strand, solors to Liquidators.
- W. GRANDAGE & CO. LIMITED—Creditors are required, on or before Dec 23, to send their names and addresses and the particulars of their debts or claims, to Abraham Grandage and Charles John Vint, Commercial Bank bldgs, Bradford. Vint & Co, Bradford, solors to liquidators.
- WHITEHEADS AUTO CYCLE CO. LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Robert William Hope Bant, 11, King st, Wakefield.

## FRIENDLY SOCIETIES DISSOLVED.

- DESBOROUGH NEW FREEHOLD LAND AND BUILDERS' SOCIETY, LIMITED, 11, Station rd, Desborough, Market Harborough, Northants. Nov 8
- HINDLEY DISTRICT S.A.O.B. LOCAL RELIEF SOCIETY, Worthington Hotel, Market st, Hindley, Wigan, Lancs. Nov 14
- INDEPENDENT ORDER OF FORESTERS, 24, Charing Cross, Whitehall. Nov 7

London Gazette.—TUESDAY, NOV. 27.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- ANGIER LINE (1887), LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Theodore Vivian Samuel Angier, 2, Whittington avenue. Parker & Co, 8, St Michael's Rectory, Cornhill, solors to liquidator.
- CITY OF LONDON MANUFACTURING CO. LIMITED—Petn for winding up, presented Nov 21, directed to be heard on Dec 5. Sims & Symes, 70, Queen Victoria st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.
- DOME (YUKON) GOLD MINING CO. LIMITED—Petn for winding up, presented Nov 23, directed to be heard on Dec 5. Stoneham, 2, St Michael's House, Cornhill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.
- GRIFFIN MANUFACTURING CO. LIMITED—Petn for winding up, presented Nov 22, directed to be heard on Dec 5. Horwood & Co, 5, New inn, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.
- MUNGLDYTE TEA CO. LIMITED—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Harry Voce Thurgood, 11, Queen Victoria st, Summerhays, Eastcheap, solors to liquidator.
- NIGER COAST TRADING CO. LIMITED—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to William Edward Mounsey, 3, Lord st, Liverpool. Horrocks & Jones, Liverpool, solors to liquidator.

## FRIENDLY SOCIETIES DISSOLVED.

- GUILDFORD WORKING MEN'S SOCIAL CLUB, Onslow st, Guildford, Surrey. Nov 14
- HOPE OF GORTON INDEPENDENT ODDFELLOWS FRIENDLY SOCIETY, Gorton Brook Hotel, Gorton, Manchester. Nov 31
- OFFORD CLUNY FRIENDLY SOCIETY, C. Wayman's, Offord Cluny, St Neots, Hunts. Nov 21
- PRESBYTERIAN BIRMINGHAM BENEFIT SOCIETY, Duke of Norfolk Tavern, Norfolk st, Globe rd, Mile End. Nov 21
- TUDDEHAM FRIENDLY BENEFIT SOCIETY, White Hart Inn, Tuddham St Mary, Ipswich. Nov 20
- UNITED FRIENDLY BROTHERS BIRMINGHAM BENEFIT SOCIETY, Class Rooms, Garden st, Steapsy. Nov 20

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 9.

- HARTLEY, HUGH ROGERS, Pertham rd, West Kensington Dec 5 Mannell v Hartley, Byrne J Kitch & Co, Barbican
- HOUSLEY, EDWIN, Manchester, Wheelwright Dec 8 Leav Housley, Registrar, Manchester Mayne, Manchester
- London Gazette.—TUESDAY, NOV. 13.
- GRIFFITH, GRIFFITH, Claygate, Surrey, Solicitor Dec 10 Desmond v Griffith, Byrne J
- MORLEY, RACHEL ADELAIDE, Ticehurst, Sussex Dec 10 Tweedie v Maunder, Cozens-Hardy, J Tweedie, Lincoln's Inn fields
- London Gazette.—TUESDAY, NOV. 20.
- CANDLER, THOMAS EDWARD, Buckingham gate, Westminster Jan 30 Emberson v Candler, Kekewich, J Munn, Old Jewry
- FREND, ALFRED BLACKBURN, Hart st, Bloomsbury Jan 1 Morris v Friend, Farwell, J Coe, Hart st, Bloomsbury
- HALL, EMMA, Ferryford, Alstonfield, Stafford Dec 30 Mellor v Mellor, Cozens-Hardy, J Bradley, Newgate st

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 20.

- ATKINS, ARTHUR, Hurda, India Dec 17 Blyth & Co, Gresham House, Old Broad st
- ATKINS, JOHN AUGUSTUS, Adelaide, South Australia, Mariner Dec 17 Blyth & Co, Gresham House, Old Broad st
- ATKINSON, REV JOHN CHRISTOPHER, Cleveland, York Dec 22 Buchanan & Sons, Whitby
- AUSTIN, ELIZABETH, Hastings Dec 19 Dawes & Co, Ry
- BAKER, WILLIAM HENRY, Philpot in Dec 24 Carlisle & Co, New sq, Lincoln's inn
- BELL, JOHN, Blackburn Dec 1 Ferguson, Blackburn
- BELL, FRANCES JANE, Whitley, Northumberland Jan 5 Munn & Longden, Old Jewry
- BEN, RASCLIFFE STYER, Huddersfield, Butcher Dec 19 Laycock & Co, Huddersfield
- BROWE, DANIEL, Nottingham Dec 24 Cox, Nottingham
- BULL, HENRY, Windsor, Berks, Turf Commission Agent Dec 15 Kemble & Co, Conduit st
- CARPENTER, MARY, Leigh, Lancs Dec 15 Dootson, Leigh
- COBE, HENRY WILLIAM, Salisbury, Wilts, Solicitor Dec 31 Mannings, Gresham house
- COLE, JAMES, Stratford on Avon, Auctioneer Dec 15 Warden & Son, Stratford on Avon
- COPELAND, MARION, Halifax Jan 1 Dickons & Aled, Halifax
- COPELAND, WILLIAM, Halifax Jan 1 Dickons & Aled, Halifax
- COOPER, EDWARD, St Leonards on Sea Dec 15 Wansley & Co, Moorgate st
- DOUGLAS, WILLIAM, Bristol Dec 25 Gwynn & Masters, Bristol
- EMERY, HENRY, Wolstanton, Staffs, Tils Manufacturer Dec 15 Boulton, Burslem
- FRAYER, EDWARD JEFF, Chilton Cantelo, Somerset, Farmer Dec 22 Newman & Co, Yeovil



FOWLER, HUGH NOTTINGHAM, York Dec 31 Jones, York  
 GARRIDE, MARY SHELTON, WORKSOP, Notes Jan 15 Broadhead & Co, Sheffield  
 HAMPTON, WILLIAM FREDERICK, East Sheen, Mortlake Dec 31 Baker & Francis, Marylebone rd  
 HARRIS, WILLIAM, Licensed Victualler, Walsall Dec 31 Loxton & Newman, Walsall  
 HAYES, THOMAS, South Kensington Dec 31 Minet & Co, King William st  
 HAYES, WILLIAM, Kaapsche, Hoop, Transvaal, S Africa Dec 31 Minet & Co, King William st  
 JACKSON, GEORGE, West Ham, Essex, Contractor Dec 14 Allistone, Bedford row  
 JEFFRIES, JOHN ROBERT, Ipswich, Engineer Jan 7 Notcutt & Son, Ipswich  
 JONES, SUSANNA, Kensington Dec 22 Dalston & Co, Southampton st, Bloomsbury  
 LEATHAM, MARIA, Gateshead Dec 20 Mather & Dickinson, Newcastle upon Tyne  
 LEES, WILLIAM HENRY, Sandon, Hertford, Farmer Dec 25 Wortham & Co, Royston, Herts  
 MORETON, WILLIAM PYKE, Winchester, Plumber Dec 15 Sootney & Shentons, Winchester  
 MOORE, HARRIET, Baywater Dec 22 Carr & Co, High Holborn  
 MORTIMER, ELIZA, South Kensington Dec 20 Clinton & Co, Chancery ln  
 NEUSTROF, JOHN, Bournemouth, Coal Merchant Dec 17 Trevanion & Co, Bournemouth  
 OPENSHAW, GEORGE, Poulton le Fyde, Lancaster Dec 28 Woodcock & Son, Bury  
 PATT, FRANCIS JOHN VANDER, Folkestone Dec 31 Pant, Verulam bldgs, Gray's inn  
 PITT, WILLIAM, Birmingham, Artist Feb 9 Johnson & Co, Birmingham  
 PRIOR, ELIZABETH, Pen y bryn, St Martin's, Salop Dec 31 Wright & Co, Lincoln's inn fields  
 REEVE, JOHN, Harpenden (Herts) Dec 15 Tucker, Harpenden  
 ROBERTSHAW, JOSHUA, Marnham, Bradford, Estate Agent Dec 17 Farrar & Crowther, Bradford  
 ROSS, THOMAS KELT, Sheffield, Solicitor Dec 31 Collyer-Bristow & Co, Bedford row  
 ROTHWELL, SARAH, Dunham Massey, Chester Dec 31 Chapman & Co, Manchester  
 RAYEN, JOSEPH, Clapham Dec 20 Double, Fore st  
 SHAW, BENJAMIN JOHN, Huddersfield, Farmer Dec 18 Brook, Huddersfield  
 SHAW, DAVID HENRY, Huddersfield, Farmer Dec 18 Brook, Huddersfield  
 SMITH, MARY, Morecambe, Lancs Dec 31 Spencer & Co, Kelghley  
 STOKART, WILLIAM CULLEY, nr Boroughbridge, York Dec 31 Wilson & Co, Durham  
 SUMNER, THOMAS, Leigh, Lancs, Labourer Dec 15 Dootson, Leigh  
 WADLEY, WILLIAM, Stoke Newington Dec 30 Morris & Co, Broad st, New  
 WALKER, ARTHUR DE NOE, MD, Chelsea Dec 24 Carlisle & Co, New sq, Lincoln's inn  
 WHITEHEAD, GEORGINA VASSALL, Harrington gds Jan 1 Farwell, Bath  
 YOUNG, ALEXANDER, Montpelier sq, Brompton Dec 17 Eyre & Co, John st, Bedford row

London Gazette.—FRIDAY, Nov. 23.

ATTEBURY, FREDERICK, Welford, Northampton, Grazier Dec 31 Nicholson, Market Harborough  
 ATKINSON JOHN, Liverpool Dec 4 Thompson & McMaster, Liverpool  
 BARRETT, KATE, Rompage Jan 20 Taylor & Taylor, New Broad st  
 BERNERS, HENRY, Disbury, Manchester, Merchant Dec 15 Jenkins & Co, Fenchurch st  
 BETTS, ELIZABETH, Fritton, Norfolk Dec 24 Copeman & Rudge, Loddon  
 BUCHMAN, JOHANN HEINRICH CHRISTIAN, Inselstrasse, Leipzig Jan 4 McKenna & Co, Basinghall st  
 BURTON, ALFRED, Nottingham, Warehouseman Dec 31 Turner & Co, Nottingham  
 COLMAN, JEREMIAH JAMES, Norwich Nov 31 Cozens-Hardy & Jewson, Norwich  
 CROKER, THOMAS, Black Rottingdean, Sussex, Accountant Dec 30 Cockburn, Brighton  
 DIXON, HENRY, Catterington, Nottingham Dec 31 Fox, Nottingham  
 ECKERSLEY, SARAH SOPHIA, Maryport, Cumberland Dec 31 Tyson & Hobson, Maryport  
 ELLANS, JOSEPH, Killy, Chester Dec 20 Lisker & Lisker, Bancom  
 ELLERY, GEORGE HENRY, Stoke Newington, Devon, Engineer Feb 1 Hawken, Plymouth  
 EVANS, REY WILLIAM, Gelliger, Glam Dec 29 Trump, Rhymney  
 FALLOCK, HARRIET, Newbridge, I of W Dec 20 Bailey, jun, Newport  
 FISH, SARAH, Temple, Bristol Jan 5 Barry & Harris, Bristol  
 FROST, WILLIAM, Norwich, Yeoman Jan 1 Kent, Norwich

## BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Nov. 20.

ADJUDICATIONS (continued).

FAULKNER, WILLIAM DAVID BONDS, Yalding, Kent, Butcher Maidstone Pet Nov 17 Ord Nov 17  
 FIELDEN, OLIVER HERWARD, Dalston, Licensed Victualler High Court Pet Nov 16 Ord Nov 16  
 GOODY, WILLIAM SAMUEL, Wolverhampton, Commission Agent Wolverhampton Pet Nov 16 Ord Nov 16  
 HART, BENJAMIN, Lye, Worcester, Charter Master Stourbridge Pet Nov 14 Ord Nov 14  
 HASTLEY, HENRY WILLIAM, Holland rd High Court Pet Nov 15 Ord Nov 15  
 HESLOP, JOHN, North Pittington, Durham, Builder Durham Pet Nov 15 Ord Nov 15  
 HUGHES, RICHARD HAMBLY, Claxton, Licensed Victualler High Court Pet Aug 1 Ord Nov 15  
 HUTCHINGS, ALBERT, jun, Topham, Devon, Butcher Exeter Pet Nov 16 Ord Nov 16  
 JOHNSON, WILLIAM, Shaw, Lancs, Farmer Oldham Pet Nov 17 Ord Nov 17  
 LANE, THOMAS, Castle Gresley, Derby, Builder Burton on Trent Pet Nov 16 Ord Nov 16  
 MADDOCK, HEDLEY, St Budoux, Devon, Journeyman Butcher Plymouth Pet Nov 16 Ord Nov 16  
 MONE, ROBERT HERBERT, Tivdale, Staffs, Labourer Dudley Pet Nov 16 Ord Nov 16  
 MORLEY, ABRAHAM, Stoke Newington, Jeweller Edmonton Pet Nov 15 Ord Nov 15  
 MOORE, EDWARD WARELEY, Whitbourne, Hereford, Shopkeeper Worcester Pet Nov 13 Ord Nov 13  
 MORGAN, WILLIAM JAMES, Blackburn, Cotton Operative Blackburn Pet Nov 15 Ord Nov 15  
 NICHOLSON, RICHARD NORTHBY, Plymouth, Butcher Plymouth Pet Nov 16 Ord Nov 16  
 RIGHTON, WILLIAM, Swansea, Shipping Agent Swansea Pet Nov 16 Ord Nov 16  
 SATHILL, WILLIAM JACKSON, Newcastle on Tyne, Wholesale Drysalter Newcastle on Tyne Pet Nov 15 Ord Nov 15  
 SILVERSTEIN, HENRY LESLIE, Aldershot Guildford Pet Oct 8 Ord Nov 17  
 STONES, DONSON, Derby, Commercial Traveller Derby Pet Nov 16 Ord Nov 16  
 STRAPPS, JOHN, Wortley, Van Driver Leeds Pet Nov 15 Ord Nov 15  
 STURBRIDGE, JOSEPH TINKER, Keyham, Devonport, Builder Plymouth Pet Nov 15 Ord Nov 15  
 TUNNYS, JOHN, Oldham, Jobbing Smith Oldham Pet Nov 14 Ord Nov 14  
 VAN VARSSEVELD, JOHAN FREDERICK ARNOLD, Burnley, Lancs Fruit Salesman Burnley Pet Nov 17 Ord Nov 17  
 WELSH, WILLIAM, Darlington, Labourer Stockton on Tees Pet Nov 15 Ord Nov 15  
 WHITEHOUSE, THOMAS, Eastgate Market, Glos, Fish Merchant Gloucester Pet Oct 11 Ord Nov 17  
 WHITING, HENRY, Fentonville rd, Coach Painter High Court Pet Nov 15 Ord Nov 15

## ADJUDICATIONS ANNULLED.

NIELD, ALBERT VICTOR, Hampton Grange, Malpas, Farmer Norwich and Crew Adj June 25, Annul Oct 30  
 TATHAM, FRANCIS WALKINGAME, Babups Tawton, Devon, Farmer Barnstaple Adj Jan 17 Annul Oct 30

London Gazette.—FRIDAY, Nov. 23.

## RECEIVING ORDERS.

BAILEY, GEORGE, Buckland, Hants Portsmouth Pet Nov 20 Ord Nov 20  
 BALL, WILLIAM EDWARD, Beaconsfield, Bucks, Smith Aylesbury Pet Nov 21 Ord Nov 21  
 BENNETT, JOHN GEORGE, Mallow, Link, Worcester, Farmer Worcester Pet Nov 19 Ord Nov 19  
 BEX, ARTHUR, Northampton, Shipfitter Northampton Pet Nov 14 Ord Nov 14  
 BIGNOLD HERBERT, Battersea rise, Architect Wandsworth Pet Nov 19 Ord Nov 19  
 BROWNIE, RALPH, Shaftesbury av, Surgeon High Court Pet Nov 9 Ord Nov 20  
 BULKLEY, WILLIAM, Parkstone, Dorset Poole Pet Oct 27 Ord Nov 19  
 BURROWS, JAMES, Birmingham, Tea Merchant Birmingham Pet Oct 30 Ord Nov 19  
 BUXTON, JOHN, Ilkeston, Hosiery Warehouseman Derby Pet Nov 19 Ord Nov 19  
 CHALLINOR, THOMAS, Tyldesley, Lancs, Builder Bolton Pet Nov 20 Ord Nov 20  
 COGINS, JOHN, Warrington, Butcher's Manager Warrington Pet Nov 20 Ord Nov 20  
 COOK, FREDERICK HERBERT, Poole, Dorset, Wholesale Confectioner Poole Ord Nov 19  
 DANIEL, JAMES, Piccadilly High Court Pet Sept 27 Ord Oct 18  
 DEXTER, FREDERICK WILLIAM, Winterton, Lincs, Potato Merchant Gt Grimsby Pet Nov 19 Ord Nov 19  
 DUNKLEY, JOSEPH HOWARD, Birmingham, Clothier Birmingham Pet Nov 21 Ord Nov 21  
 FIELDING, DAVID, Stockport, Cheshire, Joiner Stockport Pet Nov 19 Ord Nov 20  
 FORSCA, SIMON, Camberwell, Commercial Traveller High Court Pet Nov 21 Ord Nov 21  
 GAGAN, DANIEL, Wickenhall St Germans, Norfolk, Farmer King's Lynn Pet Nov 10 Ord Nov 21  
 GARNER, WILLIAM J, Halesworth, Suffolk, Tailor Gt Yarmouth Pet Nov 8 Ord Nov 19  
 GOULSON, JOSEPH, and WALTER GOULSON, Grantham, Greenoughs, Nottingham Pet Nov 19 Ord Nov 19  
 GWILLIAM, ELIZABETH, Cheltenham, Grocer Cheltenham Pet Nov 19 Ord Nov 19  
 HARTY, MATTHEW HENRY, Gloucester, Saddler Gloucester Pet Nov 20 Ord Nov 20  
 HILL, HARRY, Helions Bumpstead, Essex, Farmer Cambridge Pet Nov 19 Ord Nov 19  
 HOLMES, JOHN, Birmingham Birmingham Pet Nov 20 Ord Nov 20  
 HULLAN, JAMES, Darlington, Durham, Moulder Stockton on Tees Pet Nov 21 Ord Nov 21  
 KARMEL, MONDART, Nottingham Nottingham Ord Nov 17

GIDDONS, CHARLES WILLIAM, Enfield Dec 21 Wild & Wild, Lawrence in  
 GOOD, GEORGE ANN, South Wimbledon Dec 15 Lawden, Bedford row  
 GRAY, HON LONSDALE DOUGLAS, Johannesburg Jan 1 Todd, York bldgs, Adelphi  
 GREEN, WILLIAM, Knutsford, Cheshire Dec 31 Watkins & Son, Bolton  
 GURLEY, ELIZABETH, Folkestone Jan 1 Minet, Folkestone  
 HALL, THOMAS BENJAMIN, Bexley Heath, Kent Nov 18 Baynes, Dartford  
 HALLIDAY, MARY ELIZA, Farley, nr Chesham, Staffs Dec 27 Wilkins, Uttoxeter  
 HALLIDAY, THOMAS, Leicester, Colliery Agent Dec 27 Wilkins, Uttoxeter  
 HAYNES, LILLA, Inkbenow, Worcester Dec 12 Scott, Alcester  
 JACKSON, MISS MARIA, Lye, Worcester Dec 15 Smith & Co  
 KNOWLES, ALFRED MILLINGTON, Nottingham Dec 31 Winders, Bolton  
 LAWRENCE, JOHN VALENTINE, Newmarket St Mary Jan 7 Button & Aymer, Newmarket  
 MOORE, HENRY, Romsey, Hants, Gravel Contractor Dec 22 Tylee & Mortimer, Romsey  
 MUNRO, GEORGE, Rochester Dec 21 Wood & McLellan, Chatham  
 NEWTON, SARAH, Prestbury, Chester Dec 19 Barrow & Smith, Manchester  
 PIKE, LAURENCE WARBURTON, Wareham, Dorset Jan 23 Lacey & Son, Bournemouth  
 PRESTON, WILLIAM, Huddersfield Dec 31 Brook, Huddersfield  
 ROGERS, CHARLES JAMES HARDING, Ryde, I of W, Civil Engineer Jan 10 Eldridge & Sons, Newport  
 SCLEATHE, MITCHELL MCINTYRE, Hemley in Arden, Warwick Jan 31 Boydell, South st, Gray's inn  
 SHACKLE, THOMAS JAMES, Clapham Dec 17 Harvey, Queen Victoria st  
 SHAW, EDWARD, Newton Heath, Manchester, Coal Salesman Jan 4 Tallent-Bateman & Thwaites, Manchester  
 SHAW, GEORGE, Stretford, Lancs Jan 6 Tallent-Bateman & Thwaites, Manchester  
 SHIELDS, RICHARD TENNENT, St Leonards on Sea March 1 McDiarmid & Hill, Newmarket st, Cornhill  
 SIMPSON, SARAH JESSIE, Newmarket St Mary, West Suffolk, Greengrocer Dec 22 Emison, Newmarket  
 SMITH, CHARLES HENRY, Aberford, York, Innkeeper Dec 4 Rhodes, Sherburn in Elms  
 STANLEY, HERBERT FOSTER WENTWORTH, Canterbury Jan 1 Stanley, Cambridge  
 STUTTARD, JOHN THOMAS, Brockley Jan 3 Phelps & Co, Aldermanbury  
 TATE, MARY JANE, South End, nr Durham Dec 30 Hargreaves & Joblin, Durham  
 TAYLOR, ROBERT, Elveden, Suffolk Dec 31 Houschen & Houschen, Theford  
 TAYLOR, LETITIA, Caversham rd, Camden rd Dec 31 Barker & Richardson, Blomfield st  
 THOMSON, HARRY, Grove, Bolton Dec 31 Batesons & Co, Liverpool  
 WARD, CHRISTOPHER, Hunslet, Leeds, Carriage Agent Dec 28 Scott, Leeds  
 WILKINSON, SAMUEL WRIGHT, Stockport, Chester Dec 31 Fens & Co, Stockport  
 WILKINSON, WILLIAM, Barnsley, York & Furness, York & Furness, Barnsley  
 WRIGHT, EDWARD MOOR, Alcester, Warwick, Printer Dec 12 Scott, Alcester

WHY PAY RENT?—A Mortgage Policy is offered by the SCOTTISH TEMPERANCE LIFE OFFICE over approved House Property, repayable by half yearly instalments, which may be less than the rent. A great feature is that in event of death, the house becomes entirely free for the family. Mortgage expenses borne by the Company. Full prospectuses, etc., at London Office, 98, Queen-street, Cheapside.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London.—[ADVT.]

LAWES, STONEY, Burgess Hill, Sussex, Engineer Brighton Pet Nov 3 Ord Nov 19  
 LEWIS, DAVID, Kidderminster, Licensed Victualler Kidderminster Pet Oct 29 Ord Nov 18  
 MCWENKIE, MILLICENT, Stone, Stafford, Plumber Stafford Pet Nov 20 Ord Nov 20  
 MARK, JOSEPH FREDERICK, Plymouth, Innkeeper Truro Pet Nov 6 Ord Nov 20  
 MARSHALL, WILLIAM ARTHUR, Old Trafford, nr Manchester, Auctioneer Manchester Pet Nov 19 Ord Nov 19  
 MRS. FRANCES SCOTIA, Victoria st, Dressmaker High Court Pet Nov 17 Ord Nov 19  
 MITCHEARD, FRED SUTCLIFF, Tipton, Labourer Dudley Pet Nov 17 Ord Nov 17  
 MOORE, ELIZA, Holloway, Mantle Maker High Court Pet Nov 21 Ord Nov 21  
 MORRIS, DAVID, Featherbedder, Giam, Hackensmith Fenny-pridd Pet Nov 19 Ord Nov 19  
 MORRIS BROS, Cinderbury, Woodstock Cabinet Makers High Court Pet Sept 8 Ord Nov 21  
 OWEN, THOMAS GRAY, Llangatfa, Anglesey, Marble Works Manufacturer Bangor Pet Nov 20 Ord Nov 20  
 PARKER, JOHN, Bury Bolton Pet Nov 20 Ord Nov 20  
 PICKERING, THOMAS, Thornaby on Tees, York, Craneman Stockton on Tees Pet Nov 19 Ord Nov 19  
 POUL, JOHN BAPTIST, Waterloo rd, Provision Merchant High Court Pet Nov 21 Ord Nov 21  
 POTRECAUT, THOMAS ELSAETH MATTHEW, Bournemouth, Leather Merchant High Court Pet Nov 20 Ord Nov 20  
 ROBINSON, HENRY ALFRED, Swansea, Dorset, Butcher Poole Ord Nov 19  
 SARGENT, ROBERT FREDERICK, Hastings, Gasfitter Hastings Pet Nov 19 Ord Nov 19  
 SAVAGE, GEORGE ALFRED, Southall, Merchant Windsor Pet Oct 30 Ord Nov 17  
 SHARPLES, JAMES, Blackburn, Farmer Blackburn Pet Nov 19 Ord Nov 19  
 SHEPARD, WILLIAM, Cheltenham, Confectioner Cheltenham Pet Nov 21 Ord Nov 21  
 SHERRILL, MAXLEY, Plymouth, Carter Plymouth Pet Nov 20 Ord Nov 20  
 SMOAD, WALTER, Dover, Grocer Canterbury Pet Nov 20 Ord Nov 20  
 VAUX, RICHARD, Earlswood, Warwick, Builder Birmingham Pet Nov 19 Ord Nov 19  
 WADLOW, FRANK, Mablestone Tunbridge Wells Pet Nov 17 Ord Nov 17  
 WATKINS, WILLIAM, Cymmer, Glam, Collier Neath Pet Nov 20 Ord Nov 20  
 WHITTELL, WALTER, Yeovil, Confectioner Yeovil Pet Nov 23 Ord Nov 20  
 WIDDERLEY, ROBERT, Derby, Fitter Derby Pet Nov 19 Ord Nov 19  
 WILDING, WILLIAM, Mablestone, Journeyman Butcher Mablestone Pet Nov 19 Ord Nov 19  
 WILLIAMS, JOHN, Epsom, Lancs, Printer Salford Pet Oct 22 Ord Nov 19  
 WOODLEY, FREDERICK HERBERT, Urmston, Lancs, Cotton Waste Dealer Salford Pet Nov 3 Ord Nov 20

Amended notice substituted for that published in the London Gazette of Oct 9:  
VINCENT, ROBERT, Wood Green, Butcher Edmonton  
Pet Aug 30 Ord Oct 3

## FIRST MEETINGS.

P. ABRAHAM & Co, Redcross st, Fancy Goods Warehousemen Dec 4 at 12 Bankruptcy bldg, Carey st  
AMBROSE, CHARLES, Birkdale, Lancs, Joiner Dec 5 at 3 Off Rec, 35, Victoria st, Liverpool  
BAILEY, GEORGE, Buckland, Hants Nov 30 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
BARDLEY, ALBERT, Stockport, Cheshire, Corder Nov 30 at 11.15 Off Rec, County chmbrs, Market pl, Stockport  
BARTON, RICHARD, Kingston upon Hull, Oil Importer Nov 30 at 11 Off Rec, Trinity House lane, Exeter  
BIRD, HENRY EDWARD, Charlton, Kent Builder Nov 30 at 11.30 24 Railway app London Bridge  
BLACKBURN, MARIEL, Waterloo, Lancs Dec 5 at 12 Off Rec, 32, Victoria st, Liverpool  
CHALLINOR, THOMAS, Tyldesley, Lancs, Builder Dec 4 at 11 Off Rec, Exchange st, Bolton  
CHAPMAN, THOMAS, Sevington, Kent, Farmer Nov 30 at 3 Sarsen's Head Hotel, Ashford, Kent  
COOPER, ARTHUR JOLIFFE, Shanklin, I of W, Builder's Clerk Dec 3 at 11 Off Rec, 19, Quay st, Newport I of W  
DARBY, MARY PRABSON, Blackheath, Staffs, Grocer Nov 30 at 3 Dudley Arms Hotel, Dudley  
DICKENS, JOSEPH WILLIAM, Sheffield, Builder Nov 30 at 12.30 Off Rec, Pictorial, Sheffield  
EDG JAMES, Caterham, Dairy Farmer Dec 3 at 12.30 24, Railway app, London Bridge  
EGGERTON, MILK BENJAMIN, Wolverhampton, Lock Maker Dec 3 at 11 Off Rec, Wolverhampton  
EVANS, HENRY JOHN, Willenden, Leather Seller Dec 4 at 11 Bankruptcy bldg, Carey st  
GOODEY, WILLIAM SAMUEL, Wolverhampton, Commission Agent Dec 3 at 11.30 Off Rec, Wolverhampton  
GREENWOOD, JAMES HENRY, Nelson, Lancs, Hosiery Nov 30 at 12.30 Exchange Hotel, Nicholas st, Burnley  
GRINDLEY, WILLIAM, Handsworth, General Dealer Nov 30 at 12 Off Rec, Pictorial, Sheffield  
HADDOW, JAMES, Carlisle, Tobacconist Dec 3 at 3 Off Rec, 34, Fisher st, Carlisle  
HESLOP, JOHN, North Pitington, Durham, Builder Nov 30 at 3 Off Rec, 25 John st, Sunderland  
HOLDWAY, WILLIAM HENRY, Reading, Furniture Manufacturer Nov 30 at 3 Bankruptcy bldg, Carey st  
HUTCHINGS, ALBERT, jun, Topsham, Devon, Butcher Dec 13 at 10.30 Off Rec, 13 Bedford st, Exeter  
LEWIS, JOHN WALTER, Aberystwyth, Grocer Nov 30 at 3 135, High st, Merthyr Tydfil  
MARSHALL, WILLIAM ARTHUR, Old Trafford, Manchester, Auctioneer Nov 30 at 2.30 Off Rec, Byrom st, Manchester  
MATTHEWS, THOMAS, Leamington, Commission Agent Dec 3 at 3 Off Rec, 17, Hertford st, Coventry  
METZ, FRANCES SOPHIA, Victoria st, Dressmaker Dec 3 at 12 Bankruptcy bldg, Carey st  
PARKER, JOHN, Parliament st Dec 4 at 2.30 Off Rec, Exchange st, Bolton  
POTHECARY, THOMAS BIKSEN, Matthew, Bermondsey, Leather Merchant Nov 30 at 2.30 Bankruptcy bldg, Carey st  
PYCROFT, JOHN, West Bridgford, Notts, Journeyman Wheelwright Nov 30 at 12 Off Rec, 4, Castle pl, Park-st Nottingham  
SATCHELL, WILLIAM JACKSON, Newcastle on Tyne, Wholesale Dry-garmer Nov 30 at 11.30 Off Rec, 30, Molesey st, Newcastle on Tyne  
SCOTT, WILLIAM, jun, 8, Whitehouse, nr Christchurch, Hants, Nurseryman Nov 30 at 12.30 Off Rec, Endless st, Salisbury  
SILVERSTEIN, HENRY LESLIE, Alderhot Surrey Dec 3 at 12 24, Railway app, London Bridge  
STONES, DOROTHY, Derby, Commercial Traveller Nov 30 at 2.30 Off Rec, 47, Full st, Derby  
TERRIST, WILLIAM ARTHUR, Amblerley, nr Stroud Dec 11 at 11 Off Rec, Station rd, Gloucester  
WIERRELL, ROBERT, Derby, Fitter Nov 30 at 3 Off Rec, 47, Full st, Derby  
WILDING, WILLIAM, Maidstone, Journeyman Butcher Dec 12 at 11 Off Rec, 9, King st, Maidstone  
WOODCRAFT, ERNEST, Langford Mills, Beds, Miller Nov 30 at 12 Bankruptcy bldg, Carey st

Amended notices substituted for those published in the London Gazette of Nov 20:  
WOOD, RICHARD, Wigan, Wheelwright Nov 27 at 1.45 County Police Station, Blacan Festival  
DEWE, THOMAS ALBERT, St Albans, Decorator Dec 3 at 11.30 115, High st, Rochester

## ADJUDICATIONS.

ALLCOCK, WILLIAM ROBERT, Birmingham, Wholesale Grocer Birmingham Pet Nov 15 Ord Nov 19  
ASH, MATTHEW, North, Glam, Furniture Dealer Pontypidd Pet Sept 25 Ord Nov 16  
BAILEY, EDWARD, Watworth rd, Butcher High Court Pet Nov 2 Ord Nov 19  
BAKER, E J, Tabernacle st, Stick Manufacturer High Court Pet Oct 2 Ord Nov 19  
BALL, WILLIAM EDWARD, Beaconsfield, Bucks, Decorator Aylesbury Pet Nov 21 Ord Nov 21  
BIRCHALL, HERBERT, Battersea rise, Architect Wandsworth Pet Nov 19 Ord Nov 19  
BOWEN, GEORGE EDWARD, Birmingham, Metal Roller Birmingham Pet Nov 21 Ord Nov 20  
CHALLINOR, THOMAS Tyldesley, Lancs, Builder Bolton Pet Nov 23 Ord Nov 20  
COGGINS, JOHN, Warrington, Butcher's Manager Warrington Pet Nov 20 Ord Nov 20  
DEXTER, FREDERICK WILLIAM, Winterton, Lincs, Potato Merchant St Grimsby Pet Nov 19 Ord Nov 19  
DUGGILL, JOSEPH HOWARD, Birmingham, Clothier Birmingham Pet Nov 21 Ord Nov 21  
EUSTON, MARK BENJAMIN, Wolverhampton, Lock Maker Wolverhampton Pet Nov 1 Ord Nov 21  
EVANS, HENRY JOHN, Willenden, Leather Seller High Court Pet Nov 3 Ord Nov 21

FONSECA, SIMON, Camberwell, Commercial Traveller High Court Pet Nov 21 Ord Nov 21  
GOULSON, JOSEPH, and WALTER GOULSON, Grantham, Greenrogers Nottingham Pet Nov 19 Ord Nov 19  
GWILLIAM, ELIZABETH, Cheltenham, Grocer Cheltenham Pet Nov 19 Ord Nov 19  
HARVEY, MATTHEW HENRY, Gloucester, Saddle Maker Gloucester Pet Nov 30 Ord Nov 20  
HILL, HARRY, Helions Bumpstead, Essex, Friar Cambridge Pet Nov 19 Ord Nov 19  
HOLMES, JOHN, Birmingham Birmingham Pet Nov 30 Ord Nov 20  
HOOD, FRANK, Eccles, Lancs, Travelling Draper Manchester Pet Oct 3 Ord Nov 21  
HULLAT, JAMES, Darlington, Durham, Moulder Stockton on Tees Pet Nov 21 Ord Nov 21  
KEDWELL, JAMES, Hanham, Glos, Coachbuilder Bristol Pet Nov 9 Ord Nov 20  
LEWIS, DAVID, Kidderminster, Licensed Victualler Kidderminster Pet Oct 29 Ord Nov 20  
MAKEY, WILLIAM THOMAS, and WILLIAM ARNOLD, St Leonards on Sea, Drapers Hastings Pet Oct 30 Ord Nov 19  
MARSHALL, WILLIAM ARTHUR, Old Trafford, Manchester, Auctioneer Manchester Pet Nov 19 Ord Nov 19  
MARON, HERBERT, Crosby bldg, Bishopsgate, Stock Dealer High Court Pet Oct 20 Ord Nov 21  
MITCHELL, FRED SOUTHALL, Tipoca, Labourer Dudley Pet Nov 17 Ord Nov 19  
MOORE, ELIZA, Holloway, Mantle Maker High Court Pet Nov 21 Ord Nov 21  
MORRIS, DAVID, Penhryn, Glam, Blacksmith Pontypidd Pet Nov 19 Ord Nov 19  
MORRIS, HUGH, Ebereszer, Carnarvon, Grocer Bangor Pet Oct 29 Ord Nov 20  
OWEN, THOMAS GRAY, Llanelgall, Anglesey, Marble Works Manufacturer Bangor Pet Nov 20 Ord Nov 20  
PARKER, JOHN, Bury, Stationer's Assistant Bolton Pet Nov 30 Ord Nov 20  
PEACH, HENRY, Grimsby, Mon, General Dealer New York Pet Nov 12 Ord Nov 20  
PICKERING, THOMAS, Thorsby on Tees, York, Craneman Stockton on Tees Pet Nov 19 Ord Nov 19  
REDMAN, GEORGE, Sydenham, Butcher Croydon Pet Oct 24 Ord Nov 19  
SARGENT, ROBERT FREDERICK, Hastings, Gasfitter Hastings Pet Nov 19 Ord Nov 21  
SAVAGE, GEORGE ALFRED, Norwood Green, Southall, Merchant Wigan Pet Oct 30 Ord Nov 20  
SHARPLES, JAMES, Blackburn, Farmer Blackburn Pet Nov 19 Ord Nov 19  
SHEPARD, WILLIAM, Cheltenham, Confectioner Cheltenham Pet Nov 21 Ord Nov 21  
SHERRELL, MANLEY, Plymouth, Carter Plymouth Pet Nov 2 Ord Nov 20  
SNOAD, WALTER, Dover, Grocer Canterbury Pet Nov 20 Ord Nov 21  
STANBRIDGE, ERNEST EDWIN, Emma STANBRIDGE, and MARY NASH, Upper Warringham, Shrop, Coal Merchants Wigan Pet March 13 Ord Nov 14  
TURNER, RICHARD, Llanidlo, Buckingham, Coal Merchant Luton Pet Nov 16 Ord Nov 20  
WATKINS, WILLIAM, Lymmer, Glam, Collier Neath and Aberavon Pet Nov 20 Ord Nov 20  
WELLINGS, BENJAMIN CHARLES, Hatfield, Bristol, Outfitter Bristol Pet Nov 15 Ord Nov 21  
WHITTE, WALTER, Yeovil, Confectioner Yeovil Pet Nov 20 Ord Nov 20  
WILDING, WILLIAM, Maidstone, Journeyman Butcher Maidstone Pet Nov 19 Ord Nov 19  
WOOLLEN, JAMES, Clapham rd, Advertising Agent High Court Pet Nov 8 Ord Nov 21

Amended notice substituted for that published in the London Gazette of Oct 12:  
VINCENT, ROBERT, Wood Green, Butcher Edmonton Pet Aug 30 Ord Oct 5

## ADJUDICATIONS ANNULLED.

BANKS, HUGH, Winstanley Hall, Wigan Wigan Adjud July 24, 1899 Annual Nov 13, 1900  
CARL, CHARLES, Ebereszer, The Barracks, Pontefract, Yorkshire, Languant Wakefield Adjud Oct 25, 1899 Adjud Nov 13, 1900

London Gazette.—TUESDAY, NOV. 27.

## RECEIVING ORDERS.

ALLEN, CLEMENT, Brighton, Laundryman Brighton Pet Nov 22 Ord Nov 22  
BANTOCK, HENRY, Ipswich, Confectioner Ipswich Pet Nov 24 Ord Nov 24  
BARTLEY, FRANK C, Lombard st, Company Promoter High Court Pet Oct 1 Ord Nov 23  
BARTON, KATE, Winton, Southampton, Poulterer Poole Pet Nov 24 Ord Nov 24  
BARWICK, JOHN, Wood Green, Bricklayer Edmonton Pet Nov 21 Ord Nov 21  
BEARD, ROBERT FINLAY, Burton on Trent High Court Pet Aug 9 Ord Nov 23  
BLT, WALTER, Fitcham, Norfolk, Dealer King's Lynn Pet Nov 23 Ord Nov 23  
BOND, WILLIAM THOMAS, Normanton, Piano Dealer Derby Pet Nov 24 Ord Nov 24  
BROADLEY, SARAH, Goole, York, Painter Wakefield Pet Nov 22 Ord Nov 23  
BROWNE, FRANK, Shanklin, I of W, Stockbroker Newport Pet Nov 24 Ord Nov 24  
CARRON, JAMES ALLAN, Calder, Wandsworth, Coal Merchant High Court Pet Nov 25 Ord Nov 25  
CARDWELL, JONATHAN, Ravenshoepe, York, Miner Dewsbury Pet Nov 22 Ord Nov 23  
CONSTANCE, HENRY JAMES, Cheltenham Cheltenham Pet Nov 21 Ord Nov 21  
CUFFLIN, JAMES BRADSHAW, Wigton Magna, Leicester, Cycle Mechanic Leicester Pet Nov 23 Ord Nov 23  
DAVIES, HENRY MORRIS, Barry, Glam, Grocer Cardiff Pet Nov 21 Ord Nov 20  
EVANS, CHARLES RALPH, Price, Sturry, Kent Canterbury Pet Nov 21 Ord Nov 21  
FERREMAN, JOSEPH HENRY, Ravenshoepe, Leicester, Carpenter Burton on Trent Pet Nov 22 Ord Nov 22

GILBERTHORPE, JOSEPH, Old Whittington, Derby, Joiner Chesterfield Pet Nov 24 Ord Nov 24  
GUMMERSALL, BENJAMIN, Ilkley, York, Journeyman Joiner Leeds Pet Nov 23 Ord Nov 23  
HAMPTON, H. WALTER, Kent High Court Pet Oct 30 Ord Nov 23  
HARRIS, EDITH, Knightsbridge, Dressmaker High Court Pet Nov 24 Ord Nov 24  
HART, FRANCIS, Strand High Court Pet Oct 18 Ord Nov 23  
HUMPHREY, FRANK, Eastbourne, Grocer Eastbourne Pet Nov 23 Ord Nov 23  
JONES, RICHARD JOHN, Church Pulverbatch, Salop, Farmer Shrewsbury Pet Nov 21 Ord Nov 21  
McCOBBY, JOHN GEORGE, Bedford, Commercial Traveller Bedford Pet Nov 22 Ord Nov 22  
MAY, WILLIAM JOSEPH, Callington, Cornwall, Farmer Plymouth Pet Nov 23 Ord Nov 23  
MILNE, SYDNEY, Manchester, Commission Agent Manchester Pet Nov 6 Ord Nov 23  
MORRIS, WILLIAM HENRY, Ross, Hereford, Auctioneer Hereford Pet Nov 24 Ord Nov 24  
MORRIS, HARRY BENJAMIN, Hastings, Dentist's Assistant Hastings Pet Nov 23 Ord Nov 23  
PAGE, W. H., Newington Butts, Trunk Manufacturer High Court Pet Oct 15 Ord Nov 21  
PEARSON, ARTHUR, Landport, Portsmouth, Fruit Merchant High Court Pet Nov 23 Ord Nov 23  
PINDER, WALTER, Leicester, Hairdresser Leicester Pet Nov 23 Ord Nov 23  
RICHARDS, JOHN H. ABERAVON, Glam, Baker Neath Pet Nov 8 Ord Nov 23  
SCHOFIELD, FRED, Castleford, Tripe Dresser Wakefield Pet Nov 13 Ord Nov 23  
SIXTON, WILLIAM, Sowerby, nr Thirsk, Builder Northallerton Pet Nov 13 Ord Nov 21  
STANBURY, GEORGE, West Buckland, Devon, Farmer Barnstaple Pet Nov 24 Ord Nov 24  
THOMPSON, JOHN, Hexham, Northumberland, Carter Newcastle on Tyne Pet Nov 8 Ord Nov 21  
WARD, ROBERT HENRY, Middlesborough Middlesborough Pet Nov 23 Ord Nov 22

Amended notices substituted for those published in the London Gazette of Nov 23:

MOORE, ELIZA, Holloway, Mantle Maker High Court Pet Nov 21 Ord Nov 21  
POHL, JOHN BAPTIST, Waterloo rd, Provision Merchant High Court Pet Nov 21 Ord Nov 21  
LEWIS, DAVID, Kidderminster, Licensed Victualler Kidderminster Pet Oct 29 Ord Nov 16  
WILDING, WILLIAM, Maidstone, Journeyman Butcher Maidstone Pet Nov 19 Ord Nov 19

## FIRST MEETINGS.

ALLEN, CLEMENT, Brighton, Laundryman Dec 6 at 10.30 Off Rec, 4, Pavilion bldg, Brighton  
BARWICK, JOHN, Wood Green, Bricklayer Dec 5 at 12 Off Rec, 95, Temple chmbrs, Temple av  
BEARD, ROBERT FINLAY, Burton on Trent Dec 7 at 11 Bankruptcy bldg, Carey st  
BIGNOLD, HERBERT, Laverdale hill, Battersea, Architect Dec 3 at 12 24, Railway app, London Bridge  
BLAKE, JOSEPH, Raglan, Mon, Innskeeper Dec 4 at 2 Off Rec, Westgate chmbrs, Newport, Mon  
BOWEN, GEORGE EDWARD, Birmingham, Metal Roller Dec 7 at 11 174, Corporation st, Birmingham  
BROADLEY, SARAH, Goole, York, Painter Dec 6 at 10.30 Off Rec, 6, Bond ter, Wakefield  
BROWN, RALPH, Shaftesbury av, Surgeon Dec 6 at 2.30 Bankruptcy bldg, Carey st  
BURTON, GEORGE PHILIP, Birmingham, Perambulator Maker Dec 6 at 11 174, Corporation st, Birmingham  
BUXTON, JOHN, Ilkeston, Hosiery Warehouseman Dec 6 at 11 Off Rec, 47, Full st, Derby  
CARDWELL, JONATHAN, Ravenshoepe, York, Miner Dec 4 at 11 Off Rec, Bank chmbrs, Batley  
CLARK, JAMES HUNTER, Gt Grimsby Dec 4 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby  
COGGINS, JOHN, Warrington, Butcher's Manager Dec 7 at 10.30 County house, Palmers sq, Warrington  
CONSTANCE, HENRY JAMES, Cheltenham Dec 6 at 4 County Court bldg, Cheltenham  
CROGER, JOHN, Darlington, Engine Driver Dec 12 at 3 Off Rec, 8, Albert rd, Middlesborough  
CRATE, JAMES EDWARDS, Deal, Kent, Schoolmaster Dec 6 at 9.15 Off Rec, 68, Castle st, Canterbury  
CUFFLIN, JAMES BRADSHAW, Wigton Magna, Leicester, Cycle Mechanic Dec 4 at 12.30 Off Rec, 1, Bridge st, Leicester  
DANIEL, JAMES, Ficedilly Dec 6 at 11 Bankruptcy bldg, Carey st  
DAVIES, HENRY MORRIS, Barry, Glam, Grocer Dec 6 at 3 117, St Mary st, Cardiff  
DEXTER, FREDERICK WILLIAM, Winterton, Lincs, Potato Merchant Dec 4 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
EGGALTY, ALFRED ARTHUR, Birmingham, Cab Driver Dec 5 at 11 174, Corporation st, Birmingham  
EVANS, CHARLES RALPH, Price, Sturry, Kent Dec 30 at 9 Off Rec, 68, Castle st, Canterbury  
FONSECA, SIMON, Camberwell, Commercial Traveller Dec 7 at 12 Bankruptcy bldg, Carey st  
FREEDMAN, PHINEAS, Newport, Mon, Furniture Dealer Dec 4 at 3.30 Off Rec, Westgate chmbrs, Newport, Mon  
GWILLIAM, ELIZABETH, Cheltenham, Grocer Dec 6 at 3 County Court bldg, Cheltenham  
HULLAT, JAMES, Darlington, Moulder Dec 12 at 3 Off Rec, 8, Albert rd, Middlesborough  
JONES, RICHARD JOHN, Church Pulverbatch, Salop, Farmer Dec 11 at 2.30 Off Rec, 42, St John's hill, Shrewsbury  
LAWES, SYDNEY, Burgess Hill, Sussex, Engineer Dec 6 at 3 Off Rec, 4, Pavilion bldg, Brighton  
McEABRY, ELLEN, Newport Dec 4 at 2.30 Off Rec, Westgate chmbrs, Newport, Mon  
MADDOCK, HENRY, 88, Sudbury, Devon, Journeyman Butcher Dec 4 at 10.30 6, 1A, Bathhouse l, Plymouth  
MORGAN, WILLIAM JAMES, Blackburn, Cotton Operative Dec 12 at 12.30 County Court house, Blackburn



NICHOLSON, RICHARD NORTHLEY, Plymouth, Butcher Dec 4 at 11.30 6, Athenium ter, Plymouth  
 PEACH, HENRY, Griffithstown, Mon, General Dealer Dec 4 at 8 Off Rec, Westgate chmbrs, Newport, Mon  
 PICKERING, THOMAS, Thornaby on Tees, Craneman Dec 12 at 3 Off Rec, 8, Albert rd, Middlesborough  
 PINDER, WALTER, Leicester, Hairdresser Dec 5 at 12 Off Rec, 1, Berridge st, Leicester  
 PREE, THOMAS, Carshalton, Surrey, General Smith Dec 5 at 12.30 24, Railway app, London Bridge  
 PRESTON, HERBERT ELL, Tottenham Court, rd Dec 6 at 11 Bankruptcy bldgs, Carey st  
 RANKIN, JAMES, Well st Dec 12 at 12 Bankruptcy bldgs, Carey st  
 REDMAN, GEORGE, Sydenham, Butcher Dec 5 at 11.30 24, Railway app, London Bridge  
 BEX, ARTHUR, Northampton, Shopfitter Dec 4 at 2.30 Off Rec, Bridge st, Northampton  
 RIGHTON, WILLIAM, Swansea, Shipping Agent Dec 4 at 12 Off Rec, 31, Alexandra rd, Swansea  
 ROBERTSON, JOHN STUART, Arundel st, Strand, Commission Agent Dec 12 at 11 Bankruptcy bldgs, Carey st  
 SARGENT, ROBERT FREDERICK, Hastings, Gas Fitter Dec 18 at 2.30 County Court Offices, 24, Cambridge rd, Hastings  
 SCORFIELD, FRED, Castleford, Tripe Dresser Dec 6 at 10 Off Rec, 8, Bond ter, Wakefield  
 SHARPLES, JAMES, Blackburn, Farmer Dec 5 at 10.30 County Court house, Blackburn  
 SHEDDOCK, JAMES JOHN, Wickham Market, Suffolk, Engineer Dec 5 at 12 Bankruptcy bldgs, Carey st  
 SHEPPARD, WILLIAM, Cheltenham, Confectioner Dec 6 at 3.30 County Court bldgs, Cheltenham  
 SNOAD, WALTER, Dover, Grocer Dec 6 at 9.30 Off Rec, 68, Castle st, Canterbury  
 STURTEWIND, JOSEPH TIMNEY, Devonport, Devon, Builder Dec 4 at 11 6, Athenium ter, Plymouth  
 SWIFT, JOHN OAKDEN, Liverpool, Solicitor Dec 5 at 11 Bankruptcy bldgs, Carey st  
 TURNER, RICHARD, Linslade, Buckingham, Coal Merchant Dec 5 at 2.30 The Unicorn Hotel, Leighton Buzzard  
 WELLINGS, BENJAMIN CHARLES, Horfield, Bristol, Outfitter Dec 6 at 12 Off Rec, Blenheim st, Bristol  
 WELSH, WILLIAM, Darlington, Labourer Dec 12 at 3 Off Rec, 8, Albert rd, Middlesborough  
 WHITING, HENRY, Pentonville rd, Coach Painter Dec 7 at 2.30 Bankruptcy bldgs, Carey st  
 WORSLEY, FREDERICK HERBERT, Urmston, Lancs, Cotton Waste Dealer Dec 5 at 2.30 Off Rec, Byrom st, Manchester

Amended notice substituted for that published in the London Gazette of Nov 23:

SPRETT, JOHN, Liverpool, Journeyman Cabinet Maker Nov 30 at 10.45 Off Rec, County chmbrs, Market pl, Stockport

#### ADJUDICATIONS.

ALLKINS, WILLIAM RICK, Leeds, Innkeeper Leeds Pet Nov 2 Ord Nov 22

BAILEY, GEORGE, Buckland, Hants Portsmouth Pet Nov 30 Ord Nov 30  
 BANTOCK, HYEM, Ipswich, Confectioner Ipswich Pet Nov 24 Ord Nov 24  
 BARTON, KATE, Winton, Southampton, Wholesale Poulterer Poole Pet Nov 24 Ord Nov 24  
 BLY, WALTER, Fincham, Norfolk, Dealer King's Lynn Pet Nov 23 Ord Nov 23  
 BOND, WILLIAM THOMAS, Normanton, Derby, Piano Dealer Derby Pet Nov 24 Ord Nov 24  
 BROADLEY, SARAH, Goole, Yorks Wakefield Pet Nov 22 Ord Nov 22  
 BROWN, FRANK, Shanklin, I of W, Stockbroker Newport Pet Nov 24 Ord Nov 24  
 BROWNE, RALPH, Shaftesbury av, Surgeon High Court Pet Nov 9 Ord Nov 22  
 BUXTON, JOHN, Ilkerton, Hosiery Warehouseman Derby Pet Nov 19 Ord Nov 19  
 CARDWELL, JONATHAN, Ravensthorpe, York, Miner Dewsbury Pet Nov 22 Ord Nov 22  
 CONSTANCE, HENRY JAMES, Cheltenham Cheltenham Pet Nov 21 Ord Nov 21  
 DAVIES, HENRY MORGAN, Baitry, Glam, Grocer Cardiff Pet Nov 20 Ord Nov 20  
 EDE, JAMES, Caterham Valley, Surrey, Dairy Farmer Croydon Pet Nov 16 Ord Nov 30  
 EGLETON, ALFRED ARTHUR, Birmingham, Cabdriver Birmingham Pet Nov 14 Ord Nov 23  
 EVANS, CHARLES RALPH, Sturry, Kent Canterbury Pet Nov 22 Ord Nov 22  
 GAGAN, DANIEL, Wigganhall St Germans, Norfolk, Farmer King's Lynn Pet Nov 10 Ord Nov 24  
 GARRER, WILLIAM J., Halesworth, Suffolk, Tailor Gt Yarmouth Pet Nov 5 Ord Nov 27  
 GILBERTHORPE, JOSEPH, Old Whittington, Derby, Joiner Chesterfield Pet Nov 24 Ord Nov 24  
 GUMMERALL, BENJAMIN, Ilkley, York Leeds Pet Nov 23 Ord Nov 23  
 HARRIS, EDITH, Knightbridge, Dressmaker High Court Pet Nov 24 Ord Nov 24  
 HOWELL, LIGH, Baglit, Flint, Engineer Chester Pet Nov 3 Ord Nov 22  
 JAMESON, THOMAS WILLIAM, Tynemouth, Northumberland, Commercial Clerk Newcastle on Tyne Pet Nov 14 Ord Nov 21  
 JONES, RICHARD JOHN, Pulverbatch, Salop Farmer Shrewsbury Pet Nov 21 Ord Nov 21  
 LAWES, SYDNEY, Burgess Hill, Sussex, Engineer Brighton Pet Nov 3 Ord Nov 22  
 MCCORRY, JOHN GEORGE, Bedford, Commercial Traveller Bedford Pet Nov 22 Pet Nov 22  
 MATTHEWS, THOMAS, Leamington, Commission Agent Warwick Pet Nov 16 Ord Nov 24  
 MAY, WILLIAM, JOSEPH, Callington, Cornwall, Farmer Plymouth Pet Nov 23 Ord Nov 23  
 METZ, FRANCES SOPHIA, Victoia st, Dressmaker, Widow High Court Pet Nov 17 Ord Nov 22  
 MORRIS, WILLIAM HENRY, Ross, Hereford, Auctioneer Hereford Pet Nov 24 Ord Nov 24

NOLDA, CHARLES, Upper Woburn place, Tavistock sq High Court Pet Oct 3 Ord Nov 22  
 PINDER, WALTER, Leicester, Hairdresser Leicester Pet Nov 22 Ord Nov 22  
 POEL, JOHN BAPTIST, Watsooo rd, Provision Merchant High Court Pet Nov 21 Ord Nov 22  
 PREE, THOMAS, Carshalton, Surrey, General Smith Croydon Pet Nov 16 Ord Nov 21  
 SCOTT, WILLIAM, jun, Southbourne, nr Christchurch, Nurseryman Poole Pet Nov 8 Ord Nov 22  
 STANBURY, GEORGE, West Buckland, Devon, Farmer Barnstaple Pet Nov 24 Ord Nov 24  
 WADLOW, FRANK, Mablestone Tunbridge Wells Pet Nov 17 Ord Nov 23  
 WARD, ROBERT HENRY, Middlesborough Middlesborough Pet Nov 22 Ord Nov 22  
 WHITE, CHARLES FRIED, Coaham, Hants, Brewer's Agent Portsmouth Pet Nov 13 Ord Nov 21  
 WIDDERLEY, ROBERT, Derby, Fitter Derby Pet Nov 19 Ord Nov 19  
 WILSON, THOMAS, Peckham, Hotel Keeper High Court Pet Oct 6 Ord Nov 22  
 WOODCOCK, CHARLES WALTON, Hincley, Leicester West Bromwich Pet Nov 12 Ord Nov 20  
 WORSLEY, FREDERICK HERBERT, Urmston, Lancs, Cotton Waste Dealer Salford Pet Nov 8 Ord Nov 22

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s.; by Post, 28s. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

## NOW READY. THE SOLICITORS' DIARY FOR 1901.

This old-established and important Annual is now universally recognized as the most useful LEGAL AND COMPREHENSIVE DIARY ever published.

Prices, 3s. 6d., 5s., 6s., & 8s. 6d.,

According to Diary Space and Binding; and in the 5s., 6s., and 8s. 6d. Editions there will be the additional features of a PAGED DIARY and an INDEX to same, and the 8s. 6d. Edition is now arranged with each day's Diary commencing on the left-hand side of the opening.

Nearly Ready.

THE LAW AND PRACTICE

## OF THE ESTATE DUTY.

By A. W. SOWARD.

In Cloth, 8s. net.

**WATERLOW & SONS, LIMITED,**  
LONDON WALL, LONDON.

## REEVES & TURNER, LAW BOOKSELLERS AND PUBLISHERS.

*Libraries Valued or Purchased.*

A Large Stock of Second-hand Reports and Text-books always on Sale.

100, CHANCERY LANE & CAREY STREET.

Now ready, price 3s. 6d. net.

## FIRST ELEMENTS OF PROCEDURE.

By T. BATY, Barrister-at-Law.

"We would heartily recommend the book to the notice of all persons having to do with the arranging of the legal curriculum of the Universities. It is admirably suited for insertion in the first year's legal instruction." Irish Law Times.

LONDON: EFFINGHAM WILSON, ROYAL EXCHANGE.

M. R. C. SPURLING, M.A., B.C.L. (Oxford), First Class Honour, late Scholar of Christ Church, Editor of Eleventh Edition of "Smith's Manual of Common Law," Barrister-at-Law, continues to PREPARE for the Bar and University Law Examinations by Day, Evening, or Post.

Bar Examinations, April and May, 1900—43 sent up, 36 passed, 9 obtaining a Second Class.

June, 1900—7 pupils (all those sent up) successful in University Law Examination.

Address, 11, New-court, Carey-street, W.C.

## LAW PARTNERSHIPS & SUCCESSIONS.

For Vacancies in Town and Country, or for Introductions to Gentlemen requiring above, apply to

J. MARCOURT SMITH,

Partnership Agent and Law Costs Draftsman.

68, Chancery-lane.

N.B.—MORTGAGE SECURITIES WANTED.

## BOROUGH OF NEW WINDSOR.

The Town Council invite Applications for the Appointment of TOWN CLERK. Salary £435, divided as follows: Municipal, £150; Sanitary Authority, £225; Waterworks, £50; such salary to be inclusive, and no extra charges to be made for legal business except out-of-pocket expenses. Personal canvassing will disqualify the applicant. Applications to be sent under seal on or before the 10th of December next addressed to "The Mayor of Windsor, Guildhall, Windsor," and indorsed "Application for Town Clerkship."

WALTER P. REAVELL, Mayor.  
Guildhall, Windsor, Nov. 20th, 1900.

## NOW READY. LEGAL DIARY AND ALMANAC

AND

FOR

1901.

CONTAINING

Complete Legal Directory

FOR

England and Wales.

List of Counsel, Solicitors, Commissioners for Oaths, and Law Agents acting for Foreign Parts.

Recognized everywhere as the Best and Most Comprehensive Diary for Solicitors and Barristers.

Prices: 3s. 6d., 5s., 6s., and 8s. 6d., according to Diary Space.

**WATERLOW BROS. & LAYTON, LIM.,**  
24 & 25, BIRCHIN LANE, E.C.

# ST. THOMAS'S HOSPITAL, S.E., NEEDS HELP.

J. G. WAINWRIGHT, Treasurer.

**WANTED.**—Managing or Assistant Managing Clerkship in London; experienced in Conveyancing and Common Law; accustomed to advise clients; admitted in 1898; age 36; good references; salary by arrangement.—421, care of "Solicitors' Journal," 27, Chancery-lane, W.C.

**SOLICITOR** (Public School and University; aged 38) wishes to Purchase Practice or Share in one; preliminary clerkship not objected to; has been managing clerk for last ten years with leading City firm.—G., care of "Solicitors' Journal," 27, Chancery-lane, W.C.

**A LADY**, who can bring with her a very good Governance, is strongly recommended for the care of Wards in Chancery; experienced in charge of the young and management of country house.—Apply, Mrs. Mousely, Farlington House, Haywards Heath.

**OFFICES.**—Four to six grand lofty Rooms; suit London or Country Solicitors, Architects, and others; rent from £120; new lease.—KING-CHURCH, 9, Southampton-street, Bloomsbury.

**SOLICITORS, MORTGAGEES, and Others.**—M. DAVIS, 40, Ladbroke-grove, London, is always Prepared with Cash to Purchase every description of Property, in any state of repair or position in London, or within 40 miles; introductory fees if arranged in advance.

**5 PER CENT.** Preferential and Cumulative Interest and 5 per Cent. of the Surplus Profits will accrue to the person or syndicate investing £25,000 in a Land Scheme in which the profits will be large and immediate.—Address, X. Z. Y., Hastings Bros. (Limited), Advertising Agents, 212, Strand, W.C.

**ESTABLISHED 1861.**  
**BIRKBECK BANK,**  
Southampton-buildings, Chancery-lane, London, W.C.

**CURRENT ACCOUNTS.**  
2% on the minimum monthly balances,  
when not drawn below £100. 2%  
**DEPOSIT ACCOUNTS.**  
2½% on Deposits, repayable on demand. 2½%

**STOCKS AND SHARES.**  
Stocks and Shares purchased and sold for customers.  
The BIRKBECK ALMANACK, with full particulars, post-free.  
FRANCIS RAVENSCROFT, Manager.  
Telephone No. 5 HOLBORN.  
Telegraphic Address: "BIRKBECK, LONDON."

**EDE AND SON,**  
**ROBE MAKERS.**

BY SPECIAL APPOINTMENT.  
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.  
**SOLICITORS' GOWNS.**  
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.  
ESTABLISHED 1859.

94, CHANCERY LANE, LONDON.

## TREATMENT OF INEBRIETY.

### DALRYMPLE HOME.

RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.  
For Terms, &c., apply to  
F. S. D. HOGG.  
Medical Superintendent.

## INEBRIETY.

MELBOURNE HOUSE, LEICESTER.  
PRIVATE HOME FOR LADIES.

Medical Attendant: J. HEADLEY NEALE, M.B., M.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc. Study of Inebriety. Thirty years' Experience. Excellent Legal and Medical References. For terms and particulars apply Miss RILEY, or the Principal.

## TREATMENT OF INEBRIETY AND ABUSE OF DRUGS.

### HIGH SHOT HOUSE,

ST. MARGARET'S, TWICKENHAM.

For Gentlemen under the Act and privately. Terms, 24 to 5 Guineas. Billiards, Tennis, Workshop, &c. Apply to Resident Medical Superintendent.  
A. R. NEALE, M.B., B.S.  
Telegrams—"Neale, Highshot, Twickenham."

## PATENTS and TRADE-MARKS.

**W. P. THOMPSON & CO.,**  
322, High Holborn, W.C.

(and at LIVERPOOL, MANCHESTER, and BIRMINGHAM),  
LONDON and INTERNATIONAL AGENTS of Provincial and Foreign SOLICITORS in PATENT matters.

Representatives in all Capitals.

## BRAND & CO.'S SPECIALTIES FOR INVALIDS.

Prepared from finest ENGLISH MEATS  
**ESSENCE OF BEEF,**  
**BEEF TEA,**  
**MEAT JUICE, &c.,**  
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W., & MAYFAIR WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.  
**EPPS'S**  
GRATEFUL-COMFORTING.  
**COCOA**  
BREAKFAST-SUPPER.

## THE COMPANIES ACTS, 1862 TO 1898.



Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in Stock for immediate use.  
SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

## Solicitors' Account Books.

**RICHARD FLINT & CO.,**

Stationers, Printers, Engravers, Registration Agents,  
49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

PRICE FIVE SHILLINGS.  
A PRACTICAL HANDBOOK to the COMPANIES ACTS.  
By FRANCIS J. GREEN, of the Inner Temple, Barrister-at-Law.

**ALEXANDER & SHEPHEARD,**  
LIMITED,

## PRINTERS,

LAW and PARLIAMENTARY.

PARLIAMENTARY BILLS, MINUTES OF EVIDENCE, BOOKS OF REFERENCE, STATEMENTS OF CLAIM, ANSWERS, &c., &c.

BOOKS, PAMPHLETS, MAGAZINES,  
NEWSPAPERS,

And all General and Commercial Work.  
Every description of Printing.

Printers of THE SOLICITORS' JOURNAL  
and WEEKLY REPORTER.

27, CHANCERY LANE, LONDON, W.C.

**PATENTS.**—Mr. F. W. GOLBY, A.I.M.E., M.S.A., Patent Agent (late of H.M. Patent Offices 38, Chancery-lane, London, W.C. Letters Patent obtained and Registration effected in all parts of the World. Oppositions conducted. Opinions and Searches as to novelty.



S. FISHER, 188, Strand.

# PROBATE VALUATIONS

# SPINK & SON.

The Members of the LEGAL PROFESSION are respectfully requested to kindly Recommend our Firm to Executors and others requiring Valuations.

1 & 2 GRACECHURCH STREET, CORNHILL, E.C., and 17 & 18, PICCADILLY, LONDON, W.

ESTABLISHED 1772.